

# **Brochure\***

# **TRAVEL INSURANCE FOR NORDEA PLATINUM**

Included in the insurance:

*Tryg Alarm* Tel. +358 800 935 56 E-mail: <u>alarm@tryg.fi</u> (24 h service in English, Finnish and Swedish) *Tryg Claims Department* Tel. +358 800 935 55 (Mon–Fri, 8 am–4 pm) E-mail: <u>info@tryg.fi</u>

The insured are Nordea Platinum-cardholders as well as the cardholder's spouse/common-law spouse and cardholder's children when they travel together with the cardholder. The insured has to be at least 16 but under 79 years of age. A child of the insured must be unmarried, live in the same household with the cardholder and be under 19 years old or, if he/she is a full-time student at the time of the insurance event, under 22 years of age. The insurance is not valid when spouse/ common-law spouse or children are travelling alone. The cover will expire when the cardholder or spouse /common-law spouse turns 79 years, or child turns 19 or 22 years.

The insurance policy is valid if the cardholder has a valid Platinum-card when the trip started. The insurance is valid on trips in Finland and abroad anywhere in the world. In the home country of the insured, the insurance cover is valid for trips made over a minimum of 100 kilometers, measured directly from the residence, place of work or study, or holiday home of the insured. The insurance is not, however, valid in the places mentioned above or on trips between them. The insurance is valid on trips in Finland and abroad for a maximum of three months. If the trip lasts for an uninterrupted period longer than three months, the cover will expire three months after the start of the trip.

Type of benefit	Sum insured (EUR)	Deductible
Accidental death – over 16 years of age – under 16 years of age	100,000 10,000	
Permanent disability due to accidents	Up to 100 000	-
Medical treatment expenses due to travel time illness or accident	Up to 168 200	-
Treatment expenses for dental injury and acute toothache	Up to 400	-
Transportation to the nearest hospital	Up to 16 820	-
Repatriation expenses of the insured	Up to 100 000	-
Travel expenses of a next-of-kin to visit the insured in hospital (for one person up to five days)	Reasonableexpenses for transportation,	
accommodation and food	-	
Repatriation expenses of a child travelling with the insured	Up to 20 000	-
Repatriation of the deceased	Up to 20 000	-
Legal assistance	Up to 15 000	-
Advance payment of bail	Up to 12 615	-
Cancellation cover	Up to 3 000	-
Cover for interruption of a trip	Up to 3 000	-
Necessary telephone expenses	Up to 50	-
Luggage cover	Up to 1 680	EUR 50
Luggage delay cover / Delay of departure - flight or other public conveyance	Up to 500	4h delay
Missed departure	Up to 1 700	-
Cover for ransom money lost	Up to 10 000	-
Cover for liability loss – material damage/bodily injury	Up to 200 000	_

The insured is entitled to one indemnity, even if the insured has more than one card that also includes travel insurance.

\*This brochure does not replace the terms and conditions of the insurance. Please read carefully the attached complete terms and conditions, which describe in detail what the insurance covers and what are the exclusions to the insurance coverage

# NORDEA PLATINUM TRAVEL INSURANCE

Terms & Conditions Nordea Platinum - Travel insurance RF 04-2701-01

Valid as of 1 april 2022

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## 1. Group insurance

This group travel insurance contract is subject to the insurance terms and conditions laid down herein and issued to the Nordea Platinum Mastercard cardholder. The policy holder is Nordea Bank Abp. The insurer is Moderna Försäkringar, part of Trygg- Hansa Försäkring, SE-106 26 Stockholm, Sweden, org.nr 516403– 8662, branch of Tryg Forsikring A/S, CVR-no. 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark (herinafter called Tryg). Moderna Försäkringar is subject to supervision and regulation by the Danish Financial Authority (Finanstilsynet) and the Swedish Financial Authority (Finansinspektionen).

In addition to the terms and conditions presented herein, the policy is also subject to the General Terms & Conditions of Card Travel Insurance attached at the end of these Terms & Conditions.

# 2. The insuredand beneficiaries

### 2.1 The insured

The insured are Nordea Platinum cardholders who are at least 16 but under 79 years of age and whose card was valid when the trip began.

The cardholder's spouse or common-law spouse, children and grandchildren who are at least 16 but under 79 years of age travelling together with the cardholder are also insured.

A child of the insured must be unmarried, live in the same household with the cardholder and be under 19 years old or, if he/she is a full-time student at the time of the insurance event, under 22 years of age. Adoptive, foster and stepchildren of the insured and his/her spouse or common-law spouse, and the cardholder's children who live with the other parent are also children referred to herein when travelling together with the cardholder.

### 2.2 Beneficiaries

In the event of death, the beneficiary(ies) will be the insured's next-ofkin unless the insured has notified Tryg in writing of another beneficiary. For further information on the beneficiary clause, see

clause 5 of the General Terms of Contract – Group Insurance.

# 3. The policy and its validity

### 3.1 Object of insurance

Under these terms and conditions, the insurance covers consequences of loss events occurring on trips in Finland or abroad during the period of validity of the insurance.

### 3.2 Territorial validity

The insurance is valid on trips in Finland and abroad anywhere in theworld.

In the home country of the insured, the insurance cover is valid for trips made over a minimum of 100 kilometers, measured directly from the residence, place of work or study, or holiday home of the insured. The insurance is not, however, valid in the places mentioned above or on trips between them.

A trip abroad is a trip outside the insured person's home country. The trip starts when the insured person leaves his or her residence, place of work or school or other point of departure for the trip abroad from his or her home country, and ends when the insured person returns to his

or her residence, place of work or school or other point of return in the home country. The insurance is valid for travel within the insured person's home country in connection with the trip abroad when the insured person travels from the starting point to the destination abroad the most appropriate route.

The insured's home country means the country in which the insured has a permanent residence and where he/she permanently resides over 183 days of the year.

### 3.3 Insurance period

The insurance is valid on trips in Finland and abroad for a maximum of three (3) months. If the trip lasts for an uninterrupted period longer than three (3) months, the cover will expire three

(3) months after the start of the trip.

### 3.4 Validity in sports and certain other activities

The policy does not cover illness, injury or death due to participating in or practicing for competitive sports.

Similarly, no indemnity is payable for illness, injury or death due to any of the following sports or other activities:

- motor sports,
- if the insured is riding or is a passenger on an over 125 cc motorcycle,
- combat or contact sports such as boxing, wrestling, judo or karate,
- strength sports such as weightlifting or powerlifting,
- aviation sports, e.g. parachuting, hang-gliding or flying in an ultra-lightoramateur-built aircraft, gliding, hot-air ballooning, bungee jumping,

### Sums insured and deductibles

- speed skiing or off-piste downhill skiing,
- scuba diving,
- ocean sailing,
- whitewater canoeing in conditions which are not supervised (no supervision by the tour operator or corresponding party),
- climbing, e.g. mountaineering, rock and wall climbing,
- independent treks or expeditions abroad to mountains, jungles, deserts, wilderness areas or other uninhabited areas,
- other sports or activities comparable to those listed above.

### 4. Content of the policy

### 4.1 Indemnities payable

The indemnities payable are listed in the table below.

### 4.2 Sums insured and deductibles

The sums insured, as stated in the table below, are the maximum indemnities for the loss categories defined in the policy.

The deductibles recorded for each insurance policy are stated in the table under the relevant insurance cover.

Type of benefit	Provision	Sum insured (EUR)	Deductible
Accidental death of a person 16 years of age or older	7.1	100 000	-
Accidental death of a person under 16 years of age	7.1	10 000	-
Permanentdisabilityduetoaccidents	7.2	Up to 100 000	_
Medical treatment expenses due to travel time illness or accident	8	Up to 168 200	-
Treatment expenses for dental injury and acute toothache	8.3	Up to 400	-
Transportation to the nearest hospital	8.4.1	Up to 16 820	_
Repatriation expenses of the insured	8.4.1	Up to 100 000	_
Travel expenses of a next-of-kin to visit the insured in hospital	8.4.1	Reasonable expenses for transportation, accommodation and food for one person up to five days.	_
Repatriation expenses of a child travelling with the insured	8.4.1	Up to 20 000	-
Repatriation of the deceased	8.4.1	Up to 20 000	_
Legal assistance	9.1	Up to 15 000	_
Advance payment of bail	9.2	Up to 12 615	_
Cancellation cover	10	Up to 3 000	_
Cover for interruption of a trip	11	Up to 3 000	_
Necessary telephone expenses	11.4	Up to 50	_
Luggage cover	12	Up to 1 680	EUR 50
Luggage delay cover	13	Up to 500	4 h delay
Delay of departure flight or other public conveyance	14	Up to 500	4 h delay
Missed departure	15	Up to 1 700	_
Cover for ransom money lost	16	Up to 10 000	_
Cover for liability loss – material damage	17	Up to 200 000	_
Cover for liability loss – bodily injury	17	Up to 200 000	_

## 5. General restrictions applied to all benefits

### 5.1 Deliberate acts or gross negligence

The indemnity may be reduced or disallowed if the insurance event is the result of a deliberate act or gross negligence on the part of the insured or another party entitled to the indemnity (see clause 3 of the General Terms and Conditions of Group Insurance). No indemnity is payable if the loss or damage is due to the participation of the insured in an actual or attempted criminal act.

### 5.2 Nuclear accident, riot, war, armed conflict, aviation accident, landslide or avalanche

No indemnity is payable for loss or damage due to

- a nuclear accident described in the Nuclear Liability Act, regardless of where the accident occurs,
- a nuclear weapon, nuclear accident or other comparable incident,
- the insured's participation in violent industrial action, insur- rection or other violent civil commotion in a public place,
- an accident caused by the insured's participation in active military, police, militia, or peace-keeping operations or exercises for such operations,
- war or armed conflict,
- an aviation accident if the insured is a member of the crew of the aircraft or performing duties related to the flight,
- landslide or avalanche,

### 5.3 Terrorism

The insurance does not cover loss caused by an act of terrorism. 'Act of terrorism' means the use of force or violence or the threat of such, intended to cause or resulting in property damage, personal injury or disturbance, or action which endangers human life or property when the action is directed against an individual, property or authority, and its expressed or otherwise obvious aim is the attainment of financial, ethnic, nationalist, political, racial, religious or other goals.

The exclusion also applies to injury or death caused by use of international military force to hinder, prevent or alleviate a

known or suspected terrorist act. Acts of terrorism also include acts, which the government concerned has proved or stated to be acts of terrorism.

Robberies or other criminal acts whose aim is the perpetrator's personal good, and acts caused by personal relationships between the perpetrator(s) and victim(s) are not deemed acts of terrorism.

#### 5.4 Radioactive, biological and chemical substances

No indemnity is paid under the insurance if the event is due to

- use of radioactive substances or emissions which either directly or indirectly result in a nuclear reaction, radio-active radiation or contamination,
- use, escape or release of poisonous biological or chemical substances which have been deliberately used in an act of terrorism.

# 6. Travel-time illness or accident and restrictions related thereto

### 6.1 Travel-time illness

Travel-time illness is an illness which requires treatment by a physician and which began, or clear symptoms of which first manifested themselves, during the trip, or which, on the basis of medical experience, is considered to have otherwise originated during the trip and for which the insured has received medical treatment during the trip or within 14 days from the end of the trip. The time limit of 14 days is not applicable if the illness is a communicable disease with an incubation period longer than 14 days.

An illness contracted before the beginning of a trip does not qualify as a travel-time illness as referred to in the terms and conditions of the insurance. Even if an illness is diagnosed during the trip, it is not considered a travel-time illness if its first signs appeared before the start of the trip or the medical tests were incomplete before the departure.

However, the costs of immediate emergency treatment resulting from the unexpected worsening of an illness which the insured had contracted before the beginning of the trip are indemnifia- ble for a maximum of 7 days during the trip, although other costs mentioned in the terms and conditions of the insurance are not. The worsening of an illness for which tests or treatment were not completed by the start of a trip is not deemed unexpected worsening of an illness.

### 6.2 Travel accident

An accident is a sudden, unexpected, external occurrence beyond the control of the insured which causes bodily injury and takes place during the trip.

An injury is also deemed to be caused by an accident if it occurs against the will of the insured during the trip and is the result of sudden physical exertion and movement, and the insured

has received treatment for it from a physician within 14 days of sustaining the injury.

The following events occurring during a trip are also considered indemnifiable accidents: involuntary drowning, heatstroke, sunstroke, frostbite, injury caused by a major fluctuation in air pressure, gas poisoning and poisoning caused by a substance consumed by the insured by mistake.

### 6.3 Effect of other illness or disability

If an illness or disability not related to an accident covered by this policy has materially contributed to an injury or to a prolongation of the healing of an injury, permanent disability benefit is payable and medicaltreatmentcosts indemnifiable only insofar as the permanent disability and medical treatment expenses can be deemed to have been caused by an indemnifiable accident.

If an illness or disability not related to an illness covered by this policy has materially contributed to an illness or to prolongation of the healing of an illness, treatmentcosts are indemnifiable only insofar as they may be deemed to have been caused by an indemnifiable illness.

### 6.4 Events not indemnified as travel accidents

An injury or death due to the below are not classified as travel accidents and compensation is not paid for:

- an injury due to an illness or congenital defect of the insured,
- an injury due to an accident caused by an existing illness or physical defect of the insured,
- an injury due to surgery, medical treatment or other medical procedure, unless this has been carried out in treatment of an injury covered by this policy,
- an injury due to the toxic effect of a medicine, alcohol or other substance taken for its intoxicant effect, or of substances taken as food.

### Similarly, no indemnity is payable for

- the psychological consequences of an accident,
- a communicable disease caused by the bite or sting of an insect or tick or the consequences thereof,
- a self-inflicted injury or an injury which is a consequence of the insured's willful exposure to an obvious danger.

### 6.5 Events not indemnified as travel illnesses

- treatment of AIDS or HIV or consequences thereof,
- sexually transmitted diseases or consequences thereof,
- the psychological consequences of an illness,
- an illness caused by abuse of alcohol or medicine, or use of other intoxicant.

# 7. Indemnity paid for an accident that occurred during a trip

### 7.1 Accidental death

In the event of accidental death, indemnity is payable in accordance with the terms and conditions of the policy (clause 4, provision 7.1 in thetable).

Indemnity paid to the insured for permanent disability arising from an accident will be deducted from the indemnity paid in the event of death if the death was caused by the same accident.

However, no indemnity is payable if the insured dies after one (1) year has elapsed since the accident (the date of the incident).

#### 7.2 Indemnity for permanent disability

Permanent disability means a medically assessed general disability due to an injury sustained by the insured. In determining disability, only the nature of the injury is taken into account; the individual circumstances of the injured, such as his/her profession or leisure-time pursuits, do not affect the determination of disability.

The insured is entitled to receive indemnity for permanent disability under the policy if an accident which has occurred during the validity of the policy causes permanent disability of at least category 2 (10 %).

The policy covers permanent injury to an upper limb, a lower limb, the cervical spine, the back and/or the head and the eyes. The degree of disability thus caused is determined in accordance with decision 1012/86 of the Finnish Ministry of Social Affairs and Health (MSAH) (clauses 1–6 and 10 of the decision).

However, this policy does not indemnify for permanent disability on the following grounds:

The sequela of brain damage (MSAH, clause 7), mental retardation (MSAH, clause 8), injury to the spinal cord (MSAH, clause 9), injury causing hearing disability or other sensory disability (MSAH, clause 11), injury to the respiratory organs (MSAH, clause 12), injury to the circulatory system (MSAH, clause 13), injury to organs in the abdominal or pelvic regions (MSAH, clause 14) or injury to the epidermis (MSAH, clause 15). No indemnity is payable if the disability results from a mental health problem. Permanent disability is determined one (1) year after an accident, at the earliest. If the degree of disability is raised by at least two disability categories before three (3) years have elapsed since the indemnity for permanent disability was paid for the first time, a revised amount of indemnity will be paid corresponding to the rise in the disability category. A change in the degree of disability after the stated period will not affect the amount of indemnity paid.

No indemnity for permanent disability is payable if the permanent disability becomes manifest for the first time more than three (3) years after the accident.

Injuries are divided into disability categories 1–20, withcategory 20 corresponding to full disability. For full and permanent disability, an indemnity is payable equal to the sum insured valid at the time the accident occurred (clause 4, provision 7.2 in the table). For partial and permanent disability , an indemnity is payable equal to as many twentieths of the sum insured as indicated by the disability category.

# 8. Indemnification of medical treatment expenses arising from traveltime illness or accidents

### 8.1 Indemnification of medical treatment expenses

The policy covers the expenses arising from travel-time illness and accident as defined in clause 6 only insofar as these are not indemnified under the Health Insurance Act or some other act.

The policy covers medical treatment expenses only insofar as these are not covered by foreign legislation on indemnity for traffic accidents or industrial accidents, under EU legislation or treaties concerning the European Economic Area or under bilateral agreements on social security.

Medical treatment expenses arising from a travel-time illness are indemnified up to the sum insured or for up to 90 days from the beginning of the treatment. Medical treatment expenses arising from an accident that occurred during the trip are indemnified at maximum for the sum insured or until two (2) years have elapsed after the accident.

The policy indemnifies only against such expenses as would be payablebytheinsuredhimself/herself.

If it becomes apparent that the expenses for which indemnity is sought are considerably in excess of a level considered reasonable and generally accepted and observed, the insurance company is entitled to decrease the amount of the indemnity in this respect.

The insurance company reserves the right to claim for any portion indemnifiable under an Act upon payment of the medical treatment expenses.

### 8.2 Medical treatment expenses covered by the policy

Medical treatment expenses are only indemnified if the examination or treatment of an illness or injury has been ordered or prescribed by a physician who is licensed and registered in the country concerned and who is not related to the insured. Furthermore, such examinations and treatments must be in line with commonly accepted medical practice and necessary for treating the illness or injury. The treatment must be given in an institution defined by the authorities as a hospital for diagnosing and treating people who are injured and sick using medical methods (cf. clause 8.5).

### Indemnifiable medical treatment expenses include:

- any expenses arising from necessary and urgent treatment or examination complying with generally accepted medical
- practice and carried out or prescribed by a physician, and any reasonable and necessary expenses related to transportation of the insured to the local physician or place of treatment,
- the costs of acquiring medication prescribed by a physician and sold with the permission of a pharmaceutical establishment, provided the medication is prescribed for treatment in connection with an illness or accident indemnifiable under this policy,
- See also treatment expenses payable from Tryg Alarm services (clause 8.4).
- extra reasonable travel costs on return trip, provided that the insured is not able to return to the home country according to the original travel plan and the return is delayed, necessarily due to a compensable travel accident or illness and the original and paid ticket therefore remains unused

### 8.3 Treatment expenses for dental injury and acute toothache

In the event of a dental injury due to an accident, the policy covers the necessary expenses of treatment or examination given or prescribed by a dentist, up to the sum insured.

Treatment expenses for damage to teeth or dentures caused by biting are covered up to the sum insured.

Expenses for emergency treatment of acute toothache arecovered up to the sum insured, provided that the toothache began during the trip and the treatment was also given during the trip.

### 8.4 Services provided by Tryg Alarm

Tryg Alarm is an emergency assistance company which provides assistance in emergencies.

# 8.4.1 Subject to Tryg Alarm's advance approval the following will be indemnified

- transport of the patient arranged by Tryg Alarm to the nearest hospital or institution offering the medical treatment required by the insured,
- transport home for the insured arranged by Tryg Alarm in accordance with the instructions of a physician approved by Tryg,
- Tryg may demand transportation of the insured to
- Finland for treatment at the company's expense if the local treatment is significantly more expensive than corresponding care in Finland,
- a return trip arranged by Tryg Alarm to the travel destination by one next-of-kin to visit the bedside of the insured, plus reasonable

expenses, if, for medical reasons, the insured cannot be repatriated but must remain in hospital for more than 10 days (see definition of a next-of-kin under clause 10.1),

- repatriation of children travelling with the insured arranged by Tryg Alarm, plus reasonable expenses, if, for medical reasons, the insured cannot be repatriated but
- must remain in hospital for more than 10 days. The maximum amount of indemnity paid for each child to be repatriated is the sum insured. Children's repatriation costs will not be paid if the insured's spouse was present on the trip,
- repatriation of the insured's remains arranged by Falck,
- coffin, up to EUR 8,410
- funeral assistance, up to EUR 1,680.

The above mentioned services are indemnified if Tryg Alarm has given its consent for the necessary measures before treatment or other service is arranged or started.

Tryg Alarm is entitled to choose the procedure best suited for each event of loss.

#### 8.4.2 Sums insured in services arranged by Tryg Alarm

The maximum amount of indemnity for a loss event is as specified in the table under clause 4.

### 8.5 Medical treatment expenses not covered by the insurance

In addition to the general restrictions listed in clause 5, no in-demnity is payable for medical treatment expenses

- if the insured has departed on the journey against the specific orders of his/her physician,
- if the purpose of the journey was to receive treatment or examination carried out or prescribed by a physician,
- for the unexpected worsening of a disease for which tests or treatment have not been completed by the start of the trip,
- for more than five sessions of physiotherapy or corresponding treatment per injury or illness,
- for rehabilitation or psychotherapy, occupational therapy, neuropsychological therapy, speech therapy or other corresponding treatment,
- for a stay in a rehabilitation center, spa or naturopathic insti- tution, a nursing home or an institution treating alcohol or drug addiction,
- for micronutrient tests, nutritional products, vitamins, micro nutrients, herbal preparations, biodynamic products
- or homeopathic or anthropomorphic preparations or other comparable tests, examinations or products,
- for loss of earnings incurred by the guardian, next-of-kin or carer of the insured or for daycare costs, home care costs or home help costs or other comparable costs,
- for cosmetic treatment or surgery or plastic surgery. Surgery for breast reduction or augmentation, eyelid surgery and liposuction or their complications are always considered to be cosmetic surgery.

## 9. Other services provided by Tryg Alarm

### 9.1 Legal assistance

The policy covers, up to the sum insured, legal consultation and assistance provided by Tryg Alarm if the insured has been party to a traffic accident and has as a result been arrested.

### 9.2 Advance for a bail

The insurance covers, up to the sum insured, an advance payment arranged by Tryg Alarm to pay the bail demanded by the authorities if the insured has been party to a traffic accident and has as a result been arrested or is at risk of being arrested.

The insured must pay the bail back to Tryg Alarm as soon as the authorities have returned it to him/her, but always within 30 days of the advance payment of the bail.

Indemnification for services listed above requires that Tryg Alarm has granted approval for the necessary measures taken before the service is arranged or begun.

Tryg Alarm is entitled to choose the procedure best suited for each event of loss.

### 10. Cancellation cover

### 10.1 Indemnifiable circumstances

The policy indemnifies, up to the sum insured, against cancellation of a trip, i.e. the insured being prevented from setting off on a trip from his/ her home country, necessary because of the acute and serious illness, accident or death of the insured or his/her next-of-kin. The necessity is assessed on medical grounds.

Indemnification is also granted for cancellation expenses incurred from the necessary cancellation of a trip due to a significant, unexpected financial loss concerning the insured's property in his/her home country. Other insured persons living in the same household are also covered for trip cancellation if one of the insured persons is prevented from travelling as defined hereinabove.

In the event of cancellation, the insurance covers travel and accommodation costs up to the sum insured. Travel and accommodation costs are considered to include travel costs to and from the destination and accommodation at the destination.

The insurance does not cover other costs paid in advance before the trip

The next-of-kin mentioned above refers to a spouse, common-law spouse, child, adoptive or foster child, child of the spouse or common-law spouse, grandchild, parents, parents-in-aw, adoptive or foster parents, parents of the common-law spouse, siblings, half-siblings or stepsiblings, daughter-in-law or son-in-law or, if the insured has booked the trip for two people, travelling companion.

### 10.2 Exclusion clause

The cancellation of a trip is not covered if the reason for cancelation arose before the trip was booked and paid for.

The cancellation of a trip is not covered if the sudden illness resulted from abuse of alcohol or medicine or use of intoxicants. Travel arrangements shall be cancelled as soon as possible after it has become known that the trip cannot be undertaken

## 11. Cover for interruption of a trip

### 11.1 Indemnifiable circumstances

The policy covers trip interruption up to the maximum sum insured and not more than the price of the original trip.

The trip is considered interrupted, if

- The insured person has to prematurely return to his/her home country from a trip that has already commenced, necessary due to his/her next-of-kin in the home country or the
- insured person him/herself suffers an acute, serious and unexpected illness, accident or death.
- The insured is hospitalized during the trip necessary due to an acute, serious accident or illness.
- The next-of-kin travelling with the insured person is hospitalized during the trip necessary due to an acute, serious and unexpected illness, accident or death.
- The next-of-kin travelling with the insured person has to prematurely return to the home country from an already commenced trip due to his or her own acute and serious accident, illness or death, and the insured person returns to his or her home country together with the next-of-kin.

The necessity is assessed on medical grounds.

The mentioned next-of-kin above refers to a spouse, common-law spouse, child, adoptive or foster child, child of the spouse or commonlaw spouse, grandchild, parents, parents-in-law, adoptive or foster parents, grandparents, parents of the common-law spouse, siblings, half-siblings or stepsiblings, daughter-in-law or son-in-law or, if the insured has booked the trip for two people, travelling companion.

### 11.2 Indemnities for interruption of a trip

In case a trip is interrupted, the insurance covers

- unavoidable additional travel and accommodation expenses of the insured, but not food or meal costs,
- unused services, excursions and travel at the destination for which the insured has paid in advance,
- days of travel lost due to an untimely return.

Costs arising from the repatriation of a transport vehicle are not covered if a trip is interrupted.

An insured who has been hospitalized because of a travel-time illness or accident covered by this insurance is indemnified for travel days lost due to the hospital treatment.

Indemnity for the same period is paid for only one reason, i.e. either for hospitalization or for untimely return.

The remuneration or compensation that the insured is entitled to from the tour operator or a transport company is deducted from the indemnity.

### 11.3 Indemnities for travel days lost

Indemnity for travel days lost is payable for the duration of hospital treatment or due to untimely return of the insured who has been hospitalized during the trip due to a illness or accident covered by this insurance policy or has interrupted his/her trip due to a reason defined in section 11.1.

As travel days lost, the insurance indemnifies for the same percentage of the total costs of the immediate travel expenses paid before the start of the trip as the ratio of travel days lost to total travel days, but not in excess of the sum insured.

The number of travel days is calculated in full 24-hour periods as of the moment the trip begins. The lost travel days are calculated correspondingly, from the commencement of hospital treatment or of interruption of the trip until hospital treatment ceased, but not beyond the date the trip was scheduled to end. If the last full period calculated in this manner is exceeded by 12 hours, the latter is considered a full day.

If the insured loses three quarters of all travel days, he/she is considered to have lost all travel days.

### 11.4 Necessary telephone expenses

The insurance covers, up to the sum insured, necessary additional telephone call expenses to the insured person, if

• The insured's trip is interrupted (paragraph 11.1)

• The insured's trip is necessarily prolonged due to medical reasons. (paragraph 8.2)

The insurance covers additional and necessary telephone expenses the arose during the trip, including calls to the insured person's next of kin, employer, and other similar parties.

The insurance does not cover telephone call expenses that arose from using the insurance.

## 12. Luggage indemnity

The policy indemnifies up to the maximum sum insured against loss or damage of the insured's customary luggage or certain documents specified below which has been caused by a sudden, unforeseeable occurrence.

Customary luggage means utility articles that the insured carries with him/her or that accompany the insured on the trip.

Indemnifiable documents are passport, identification papers, driver's license, automobile registration papers, and debit and ATM cards. The sum indemnified for these documents is the cost of replacing them.

### 12.1 Luggage not covered by the insurance policy:

- cash, checks, travel tickets or purchase coupons,
- items and articles for daily use that are kept at the destination for more than 3 months,
- musical instruments and radios,
- motor vehicles or motordriven equipment, caravans or trailers, watercraft, aircraft, or parts and accessories of any of these,
- spectacles or contact lenses, sun glasses, dental prostheses, hearing aids or other personal aids,
- professional equipment, computer hardware, computer software, computer files or parts thereof, fax machines or photocopying machines,
- computers or their accessories, with the exception of tablets (tablet computers with a touch screen).
- manuscripts, collections or parts thereof,
- merchandise, samples, advertising material, commercial or educational films or tapes, photographs, drawings or program diskettes,

- animals or plants,
- household effects in transit or ordinary freight,
- windsurfing boards and their sails.

### 12.2 Deductible

The deductible borne by the insured per loss event under the luggage insurance is EUR 50.

### 12.3 Amountofindemnity

The primary mode of indemnification for damaged property is to have it repaired.

If an object is covered by several insurance policies, the total amount of the indemnity cannot exceed the amount of loss or damage incurred, minus any deductibles.

### 12.4 Exclusion clause

No indemnity is payable for

- damage to luggage from using it,
- luggage which has disappeared or been mislaid,
- misuse of a means of payment, such as a debit or ATM card,
- financial loss from unauthorized use of a mobile phone,
- any loss arising from the ordinary use of goods, or damage to goods caused by wear, chafing, scratching or
- insufficient protection,
- any loss arising from an action taken by the authorities,
- any loss arising from having goods repaired, cleaned or other wise handled,
- any loss caused gradually by, for example, weather conditions or moisture,
- any loss caused by pressure waves created by a supersonic aircraft,
- any loss of or damage to bicycles, skis or other sports equip ment incurred from their use,
- any loss of or damage to objects or property rented or borrowed during the trip.

Furthermore, the policy does not cover any loss indemnified under some special law, guarantee or other insurance.

Similarly, the policy does not cover a theft which has not been reported to the local police or, if this is not possible, to the tour operator within 24 hours.

The indemnification can be disallows or reduced in cases referred to in clauses 2 and 3 under the General Terms of Contract. See also the safety regulations, clause 12.6 below.

### 12.5 Reporting a loss event

Tryg must be notified of any loss or damage as soon as possible. A damaged object may not be unnecessarily disposed of, and Tryg must be provided with an opportunity to investigate the loss or damage.

In the case of loss or damage occurring during transport or safekeeping, the incident must be reported and a claim presented to the carrier, and the incident must also be reported to Tryg.

If the loss event is connected with a criminal act, the insured must report this to the local police or, if this is not possible, to the tour operator within 24 hours.

### 121.6 Safety regulations and their purpose

The purpose of safety regulations is to prevent loss or damage and to reduce the extent of loss or damage.

Failure to observe the safety regulations may result in the insurance company reducing the indemnity or refusing to pay it altogether under clause 2.1 of the General Terms and Conditions of Group Travel Insurance.

### 12.6.1 Safety regulations – public places

The insured must not leave his/her luggage without continuous supervision in public places such as public transport stations, squares, restaurants, shops, lobbies of hotels or other accommodation establishments, beaches, sports fields or stadiums, public conveyances or popular tourist sites.

If bicycles, skis, snowboards or other sports equipment have to be left outside or in public areas without supervision, they must be locked to a stand intended for this purpose or other suitable corresponding fixture.

### 12.6.2 Safety regulations - storage in a residential or storage space

If an object or equipment which exceeds EUR 340 in value is kept in a hotel room, ship's cabin or other residential space, such object or equipment must be stored in a fixed and separately locked space, provided its use and size and the conditions so allow.

No object or equipment worth over EUR 170 may be kept in a tent or shared accommodation, unless supervision is separately arranged.

# 12.6.3 Safety regulations – vehicles or comparable modes of transport

In motor vehicles, caravans, boats or comparable modes of transport, property must be stored in a locked storage space. Ski boxes, panniers, tank bags and trailers, for instance, do not qualify as such storage space. If luggage is stored in the storage compartment of an estate car or similar vehicle, it must be covered.

#### 12.6.4 Other regulations

Instructions issued by the manufacturer, seller or importer of an object must be complied with.

Instructions, including packaging instructions, issued by the carrier must be complied with.

Any liquids or staining or corrosive substances must be transported separately and packed in such a way that they cannot stain other luggage.

Fragile objects must be carried as hand luggage in public conveyances.

# 13. Indemnity for delayed luggage – essential articles

The insurance covers the costs arising from purchase of essential articles up to the sum insured, if the luggage has not been distributed within more than four (4) hours of the arrival of the means of transport at a destination. Essential articles may include clothes and toiletries. The necessity of the acquired articles will be assessed in relation to the purpose of the trip. A certificate of the luggage delay from the transport company must be obtained, and receipts for personal purchases must be obtained and retained.

13.1 Indemnity is payable on condition that:

- the luggage has been handed in for transportation by the airline company as accompanying luggage,
- the insured has taken reasonable steps to recover the luggage,
- delay in the transport of luggage has been reported to the airline company concerned immediately and the insured has provided a certificate of the delay in the transport of the luggage and a certificate of its return when presenting his/her claim.

### 13.2 No indemnity is payable for delay in the case of

- flights other than those registered in the international reser- vation system for registered charter flights,
- luggage seized by customs or the authorities,
- a delay due to a strike or industrial action that the insured was aware of before setting off on the journey,
- a delay due to the imposition of a flight ban or other action by the aviation authorities or other authorities that the insured was aware of before setting off on the journey,
- luggage delayed when returning home.

# 14. Indemnity for delayed flights or other public transport delays

The insurance cover is intended for situations in which the insured has to await departure of a flight or other conveyance forming part of the original travel plans for more than four (4) hours owing to a delay in the flight or other public conveyance or because of overbooking. Necessary and reasonable living expenses and any accommodation expenses abroad are indemnified up to the sum insured. Any remuneration or compensation that the insured is or would be entitled to from the tour operator or a transport company when the reason for the cancellation transpires are deducted from the indemnification.

The insured must obtain from the airline company, traffic contractor or tour operator written confirmation of the delay and the reason for the delay. The original receipts and a statement on the travel bookings and the related confirmation received must be appended to the loss report.

The purchases and overnight accommodation must take place in the travel destination where the delay occurred.

#### 14.1 No indemnity is payable

- in the case of other than customarily registered charter or regular flights,
- if the delay is due to the insured's failure to check in for the flight in accordance with the airline company's instructions,
- on the basis of a delay due to a strike or industrial action which the insured was aware of before setting off on the journey,
- on the basis of a delay due to the imposition of a flight ban or other action by the aviation authorities or other authorities that the insured was aware of before setting off on the journey.

### 15. Missed departure

The policy indemnifies costs related to missed departure or connecting transportation abroad or in the home country of the insured in conjunction with air travel abroad, if the insured fails to arrive at the

departure point in accordance with the original travel plan for a pre booked flight, boat or train trip because a public conveyance or transport arranged by the tour operator is delayed or the private motor vehicle is delayed due to a traffic accident where the vehicle in which the insured is travelling, is directly involved. The policy indemnifies reasonable and necessary extra transport and accommodation expenses. Expenses are indemnified up to the maximum sum insured defined in section 4 and not more than the price of the original trip.

The policy does not indemnify costs related to missed departure or connecting transportation if the insured has failed to be at the point of departure as per the written instructions set by the transport company.

## 16. Indemnity for ransom money lost

### 16.1 Indemnifiable loss events

The insurance covers a situation where the insured is wrongfully detained or coerced or taken hostage as defined under the criminal code for the purpose of demanding ransom money from him/her.

### 16.2 Indemnities paid under the insurance

The insurance covers the ransom paid by the insured up to the sum insured.

The insurance also covers the loss arising from the disappearance, destruction and other wrongful appropriation of ransom monies while in transit or being delivered.

The insurance can also reimburse the insured for a reward that Tryg and the insured have agreed to pay for information that leads to the arrest and conviction of the persons liable for the insurance event under the criminal code.

The insurance also covers costs that have arisen from investigating the insurance event covered by the insurance and related negotiations.

### 16.3 Exclusions

The insurance does not cover the loss

- if the insured or a person authorized by the insured holding the ransom in his/her possession has caused this through fraudulent, dishonest or criminal means,
- if a state authority has confiscated the reward or ransom monies,
- if the wrongful detention, coercion or taking hostage has been carried out by the insured's next-of-kin.

The insured must return to Tryg all indemnities received which are not coverable because of the above-mentioned restrictions.

### 165.4 Procedure in the event of loss

The loss event must be reported to Tryg without delay.

### 17. Liabilityinsurancecover

### 17.1 Lossescovered

The policy covers any personal injury or material damage that the insured has, in the capacity of a private individual, caused to a third party through his/her act or negligence during the insurance period and which the insured is thereby, under current legislation, liable for. Tryg will also investigate the grounds for and the amount of the claims presented to the insured and undertake the handling of any litigation.

Loss or damage caused by children is indemnified even if they cannot be held liable because of their age. The insurance also covers loss or damage caused deliberately by a child under 12 years of age.

### 17.2 Exclusionclause

No indemnity is payable for

- loss or damage to the insured himself/herself, or to a family member or a travelling companion of the insured,
- loss or damage arising due to an assault, a fight or in connec- tion with another actual or attempted crime,
- loss or damage to property which, at the time of the act or negligence, was or still is in the custody of the insured, either on loan or otherwise handled by the insured to his/her benefit, e.g. leased by the insured,
- loss or damage caused by the possession or use of a motorvehicle, motordriven equipment, or a vessel, boat or aircraft which has to be registered,
- the spreading of an infectious disease,
- a fine or any other similar sanctions.

No indemnity is payable for:

- loss or damage caused by the insured while practicing his/her occupation, trade or other gainful employment,
- loss or damage for which liability is based on an agreement, a commitment, a promise or guarantee,
- loss or damage for which the insured is liable in his/her capa- city as the owner or occupant of a building,
- loss or damage indemnifiable under other liability insurance.

The indemnity may be reduced or disallowed in cases mentioned in clauses 2.3 and 3.3 of the General Terms and Conditions.

### 17.3 Indemnification against loss or damage

The policy covers loss or damage up to the sum insured.

Loss or damage occurring in the same event or under the same conditions are considered to constitute a single loss event.

Where several parties are jointly and severally liable to make good a case of loss or damage, the policy indemnifies against that part of the loss or damage which corresponds to the culpability attributable to the insured and to any advantage he/she may have gained through the loss event. Otherwise, the policy indemnifies only the per capita share of the total loss.

### 17.4 Settlement of claims and trial

Tryg will investigate the liability of the insured, negotiate with

the claimant for a settlement and pay the indemnity for the loss or damage.

The insured must provide an opportunity for Tryg to assess the extent of the loss or damage and to reach a settlement.

If a loss event results in legal action, the insured must immediately notify Tryg thereof. Tryg has the right to decide on any measures related to the legal action. Tryg may decide not to indemnify any costs arising from a legal action of which it has not been notified by the insured. If Tryg is ready to make a settlement with the party suffering the loss or damage but the insured is not, the company is not liable to indemnify any costsincurredthereafter or to make further investigations on the matter.

## 18. Termination of the group insurance

If the group insurance expires due to measures taken by Tryg or Nordea Bank Abp, Nordea Bank Abp shall notify the insured of the expiry of the insurance, in a manner that suits the circumstances. On the part of the insured, the insurance expires one month from the notification.

In the case of a single insured party, the group insurance expires at the same time as the validity of his/her card or when the insured reaches 79 years of age.

### **19. Claims procedure**

In case of loss or damage, report the claim on tryg.fi/nordeacards, or contact the insurance company by telephone or e-mail.

In case of emergency, contact the emergency assistance company Tryg Alarm.

### **Emergency Assistance Company:**

Tryg Alarm E-mail alarm@tryg.fi Tel. +358 800 935 56 (24 h service in English, Finnish and Swedish)

### Insurance company:

Tryg Claims Department Web: tryg.fi/nordeacards E-mail: info@tryg.fi Telephone:+358 800 935 55 (Mon-Fri 8am-4pm)

Tryg work with Falck Global Assistance under the name of Tryg Alarm.

### 19.1 Submitting a claim for indemnity

A claim for indemnity must be submitted to Tryg within one (1) year of the date on which the claimant was informed about the insurance's validity, about the insurance event and about the loss caused , and within ten (10) years of the occurrence of the insurance event. If no claim for indemnity is made within this period, the claimant shall forfeit his/her right to indemnity.

The claimant must provide Tryg with the documents and information needed to assess the insurance company's liability.

A travel loss report must be made on the insurance company's form, whenever possible, and be signed.

### 19.2 The loss report must include at least the following information and attachments:

- policynumber102-1805,
- a brief description,
- travel ticket or other proof of the trip.

Medical expenses

- medical certificates (free of charge, where available), duly dated and signed, with an accurate description of the illness or injury,
- original receipts for goods, services, treatment and medication costs.

Loss or damage to luggage

• a copy of the claim form presented to the carrier and/or theft report presented to the police.

Delayed luggage/departure

- in the event of delayed luggage or departure, a certificate issued by the transport company and a certificate of the return of the luggage to the insured,
- receipts of the costs.

Accidental death / permanent disability

- in the event of death, the death certificate, the record of an autopsy, if any, and documents defining the beneficiaries (e.g. deed of estate inventory, extract from the personal register giving details of relatives),
- in the event of an accident, a description of the loss event and names and contact details of witnesses, if any,
- police investigation report, if any,
- date of examination carried out by a physician and the physician's contact details,
- if the insurance company has asked the insured to submit to an examination carried out by a physician, the insurance company will indemnify the insured for the expenses arising from the examination. In the event of indemnity paid on the death of the insured, Tryg is entitled to request that an autopsy be performed, the costs of which will be paid by Tryg.

Advance payment of bail

• contact Tryg or Tryg Alarm.

#### Legal assistance

• contact Tryg or Tryg Alarm.

Ransom money / loss of ransom money

• contact Tryg or Tryg Alarm.

Cancellation of a trip

- medical certificates (free of charge, where available), duly dated and signed, with a detailed description of the illness or injury, or other certificate,
- in case of death, death certificate.

# **19.3 Procedure for indemnification of medical treatment expenses**

The claimant must pay medical treatment expenses himself/ herself and apply for compensation under the Health Insurance Act. An application for compensation under the Finnish Health Insurance Actmust be submitted to the Social Insurance Institution within six (6) months of payment of the medical treatment costs.

The claimant must submit to Tryg the original receipts for any compensation paid by the Social Insurance Institution and copies of any receipts submitted to the Social Insurance Institution by the claimant. Any receipts against which the claimant has not received compensation under the Health Insurance Act or any other act and which are then submitted to Tryg must be original.

If the entitlement to compensation under the Health Insurance Act has been cancelled, Tryg will deduct from the indemnity the part that would have been paid under the Health Insurance Act.

# **General terms of contract**

The general terms of contract are based on the Insurance Contracts Act (543/94). The most relevant provisions applied to group insurance are presented below (Insurance Contracts Act, section 4).

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

## 1. Key concepts of group insurance

Group insurance is insurance the objects of which are or may be members of the group of people specified in the insurance contract (group insurance contract), the whole premium of which is paid by the policyholder.

Personal insurance is insurance the object of which is a natural person. Personal insurance includes medical expenses insurance, accident insurance, life insurance, disability insurance and traveller's insurance.

Non life insurance is insurance taken out to indemnify for a loss incurred from material damage, from an obligation to pay damages or from other non material loss. Non life insurance includes luggage and liability insurance.

The policyholder is the company or corporation which has concluded a group insurance contract with the insurer.

The insurer is Moderna Försäkringar, part of Trygg-Hansa Försäkring, SE-106 26 Stockholm, Sweden, org.nr 516403–8662, branch of Tryg Forsikring A/S, CVR-no. 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark (in the T&C´s referred to as Tryg).

The insured is the party who is the object of personal insurance or the beneficiary of non-life or group insurance.

The insured cannot themselves decide on their membership of the group nor do they have any right to influence the content of the insurance policy.

The insurance event is the event for which indemnity is paid under the insurance.

The safety regulation is the obligation stipulated in the terms and conditions of the insurance policy or otherwise set forth in writing to observe the regulations aimed at preventing or restricting occurrence of a loss.

### 2. Obligation to prevent and limit loss or damage

### 2.1 Obligation to observe safety regulations

The insured shall observe the safety regulations recorded in the insurance terms and conditions or otherwise provided in writing. If the insured has willfully or through negligence which cannot be deemed minor failed to observe the safety regulations, the indemnity may be reduced or disallowed. The effect of the failure to observe the safety regulations on the occurrence of the loss is taken into account when considering whether to reduce or disallow the indemnity. Moreover, the insured's intent or type of negligence and any other circumstances shall be taken into account.

# 2.2 Obligation to prevent and limit loss or damage (salvage obligation)

In the case of an insurance event or the immediate threat of one, the insured shall, according to his/her abilities, take the necessary action to prevent or limit the loss or damage. If the loss or damage is caused by an outside party, the insured shall take the necessary action to uphold Tryg's right vis-à-vis the tort-feasor. The insured shall, for instance, attempt to establish the identity of the tort-feasor. If the loss or damage resulted from a punis-hable act, the insured shall, without delay, report this to the police and demand the perpetrator's conviction if the insurance company's interest so requires. The insured shall in other ways, too, observe all instructions given by Tryg aimed at preventing and restricting loss or damage.

Tryg will indemnify for reasonable expenses caused by fulfilment of the above salvage obligation even if the sum insured would thus be exceeded.

# 2.3 Failure to observe safety regulations or to prevent and limit loss or damage under liability insurance

Under liability insurance, the indemnity is not reduced or disallowed owing to negligence on the part of the insured.

However, if the insured has willfully or through gross negligence failed to observe the salvage obligation or if the insured's use of alcohol or other intoxicant has contributed to the negligence, the indemnity may be reduced or disallowed. If the insured has failed to observe the salvage obligation through gross negligence or if the insured's use of alcohol or other intoxicant has contributed to the negligence, Tryg will nevertheless pay from liability insurance the part of the indemnity which the natural person who has suffered the loss or damage has been unable to collect because of the insured's state of insolvency as authenticated by distraint or bankruptcy.

### 3. Causing an insurance event

### 3.1 Personal insurance

### 3.1.1 Insurance eventcaused by the insured

Tryg is released from liability to any insured who has willfully caused the insurance event.

If the insured has caused the insurance event through gross negligence, Tryg's liability may be reduced, depending on what is reasonable under the circumstances.

# 3.1.2 Insurance event caused by a person entitled to indemnity

If a person other than the insured who is entitled to indemnity has willfully caused the insurance event, Tryg is released from liability to such party.

If such a person has caused the insurance event through gross negligence or if he/she was at an age or in a state of mind which means that he/she could not be sentenced for a crime, the indemnity or part of the indemnity may be paid to him/her, but only if this is deemed reasonable considering the circumstances in which the insurance event was caused.

If the insured has died, other parties entitled to indemnity shall be paid the part of the indemnity which is not paid to the person or persons who caused the insurance event.

### 3.2 Non-life insurance

Tryg is released from liability to any insured who has willfully caused the insurance event.

If the insured has caused the insurance event through gross negligence or if the insured's use of alcohol or some other intoxicant has contributed to the insurance event, the indemnity payable to him/her may be reduced or disallowed.

The extent to which the insured's action has contributed to the occurrence of loss or damage is also taken into account in considering whether the indemnity is to be reduced or disallowed in the abovementioned cases. Moreover, the insured's intent or the type of negligence and other circumstances are also taken into account.

3.3. Causing an insurance event covered by liability insurance If the insured has caused the insurance event through gross negligence or if the insured's use of alcohol or other intoxicant has contributed to the insurance event, Tryg will nevertheless indemnify from liability insurance for that part of the indemnity which the natural person who has suffered the loss or damage has been unable to collect because of the insured's state of insolvency as authenticated by distraint or bankruptcy.

### 4. Identification in non-lifeinsurance

What is stated above concerning the insured with regard to causing an insurance event or observing the safety regulations or the salvage obligation also applies to a person:

1) who owns jointly with the insured the insured property and uses it jointly with him/her; or

2) who co-habits with the insured and uses the insured property jointly with him/her.

What is stated above about the insured with regard to

observing the safety regulations also applies to a person who, on the basis of his/her employment or official post with the policyholder, is responsible for supervising the observance of such regulations.

### 5. Beneficiary clause in personal insurance

The insured has the right to name a person (beneficiary) who is entitled to the indemnity instead of the insured. The insured may change or cancel the beneficiary clause if the insurance event to which the clause is intended to be applied has not occurred.

Tryg must be notified of any cancellation or change in the beneficiary clause in writing.

## 6. Indemnification procedure

### 6.1 Obligations of a claimant

The claimant shall comply with the instructions for claiming indemnity given in the terms and conditions of the personal or non-life insurance and provide Tryg with the documentation mentioned therein.

The claimant shall provide Tryg with documents and information necessary for the assessment of Tryg's liability. The claimant is required to acquire the documentation which he/she is best equipped to acquire, while taking into account that Tryg may also acquire such documentation.

Tryg is not obliged to pay indemnity before it has acquired the said documentation.

If the claimant has, after the insurance event, fraudulently provided Tryg with erroneous or deficient information which is of importance in investigating the insurance event and Tryg's liability, the indemnity can be reduced or disallowed, depending on what is reasonable under the circumstances.

### 6.2 Limitation of right to obtain indemnity

A claim for indemnity shall be presented to Tryg within one year of the date on which the claimant was informed of his/her right to obtain indemnity, and within ten (10) years of the occurrence of the insurance event. Making a notification of the insurance event is comparable to presenting a claim. If the claim is not presented within the said period, the claimant loses his/her right to obtain indemnity.

### 6.3 Tryg's obligations

After the occurrence of an insurance event, Tryg shall provide the claimant, e.g. the insured and the beneficiary, with information on the contents of the insurance and the claim procedure. No advance information given to the claimant on the indemnity, the amount of indemnity or the method of payment will affect the payment obligation as stated in the insurance contract.

Tryg will pay the indemnity for the insurance event in accordance with the insurance contract or notify the claimant of non-payment of indemnity without delay and within 30 days of the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of the indemnity is disputed, Tryg will nonetheless pay any undisputed part of the indemnity within the said period.

Tryg pays penalty interest on any delayed indemnity in accordance with the Finnish Interest Act.

# 7. Lodging an appeal against a decision made by the insurer

The claimant has several ways at his/her disposal for appealing against a decision made by Tryg. If the matter remainsunsettled after he/she has contacted Tryg, he/she may ask for advice and counselling from the Finnish Financial Ombudsman Bureau or request a decision recommendation from boards. Anyone who is dissatisfied with Tryg's decision may also bring action against Tryg in court.

### 7.1 Right to correct

If a claimant suspects that Tryg has made a mistake in its indemnity decision or some other decision, he/she has the right to obtain more information about matters which have led to the decision. Tryg will revise the decision if the new investigations give cause to do so.

# 7.2 Finnish Financial Ombudsman Bureau and boards issuing recommendations

If the claimant is dissatisfied with Tryg's decision, he/she may ask the Finnish Financial Ombudsman Bureau for advice and counselling. The Bureau is an impartial body whose function is to advise consumers in insurance and indemnity matters. Tryg's decision can be submitted to the Insurance Board operating in conjunction with the Finnish Financial Ombudsman Bureau. The Board's function is to make recommendations for decisions in disputes which concern interpretation and application of the law and insurance terms and conditions in an insurance relationship.

Tryg's decision can also be submitted to the Consumer Complaint Board, which provides recommendations for decisions on the basis of consumer protection legislation.

These boards will not handle a case while it is pending or when a ruling has been given in court. The counselling services and statements of the boards are free of charge.

### 7.3 District court

If the claimant is dissatisfied with Tryg's decision, he/she may bring action against Tryg. The action may be brought in the district court in the claimant's domicile in Finland, in the domicile of Tryg or in the place of loss in Finland, unless otherwise prescribed by Finland's international agreements.

Action against Tryg's indemnity decision must be brought within three years of the claimant being informed in writing about Tryg's decision and the time limit. After the time limit has expired, the right to bring action ceases.

## 8. Tryg's right of recovery

### 8.1 Tryg's right of recovery vis-à-vis a third party

The insured's right to claim from a third party the amount of indemnity paid to the insured by Tryg, or in case of person insurance, indemnity for the costs and loss of assets caused by the illness or accident and paid to the insured by Tryg, is transferred to Tryg, if the third party caused the insurance event willfully or through gross negligence or is legally required to pay damages regardless of the nature of his/her negligence.

# 8.2 Tryg's right of recovery vis-à-vis the insured or a person identified with the insured under non-life insurance

Tryg may claim back in part or in full the indemnity which it has paid to another insured person from that insured person or the person identified with the insured who caused the insurance event or failed to comply with the obligations under clauses

2.1 (obligation to observe safety regulations) and 2.2 (obligation to prevent and limit damage). Under the right of recovery, Tryg may claim back the full amount of indemnity paid if Tryg had, under clauses 2.1, 2.2 or 3.2, been free from liability or entitled to disallow indemnity. If the indemnity has been reduced in accordance with clauses 2.1, 2.2 or 3.2, Tryg may claim for that part of the indemnity which corresponds to the reduction.

## 9. Termination of insurance contract

# 9.1 Tryg's right to give notice of termination of the non-life insurance of a group policyholder during the insurance period

Tryg has the right to give notice of termination of the insurance during the insurance period if:

1) the insured has willfully or through gross negligence failed to observe the safety regulations,

2) the insured has willfully or through gross negligence caused the insuranceevent,

3) the insured has, after the insurance event, fraudulently submitted to Tryg erroneous or deficient information which is of importance in assessing Tryg's liability.

### 9.2 Tryg's procedure of termination

Tryg shall notify the policyholder in writing of the termination of insurance concerning a person covered by a group insurance. The policyholder shall then notify the individual insured of the notice of termination in writing. Tryg shall give the notice of termination in writing without undue delay, having first been informed about the grounds permitting termination. The insurance contract shall end one month after the date on which the notice was sent.

### 9.3 Notification of termination of group insurance

If the group insurance is terminated due to measures taken by the insurer or the policyholder, the policyholder or the

policyholder's representative must notify the insured of the termination of the insurance. The insured's coverage is terminated one month after the date on which the notification was sent or the insured was notified of the termination of the insurance.

### 10. Applicable law

In addition to the terms and conditions of this Group Insurance Contract, this insurance is governed by Finnish law.

## 11. Summary of Privacy policy

Your personal data are processed pursuant to current personal data protection legislation, which, from 25 May 2018, is Regulation (EU) 2016/679 of the European Parliament and of the Council. The personal data which are processed include your name, address, personal identity number and state of health.

The data concern you as a customer, but may also comprise additional insured persons, for example. The data are collected from you, as the customer, but may also be obtained from one of our partners, for example. The data may also be collected or supplemented and updated from official registries. We process personal data to be able to fulfill our obligations to you, as the customer, such as investigating insurance matters or managing your insurance contract.

Personal data may also be used as a basis for analysis, business development and statistics. Data may be disclosed for official purposes to partners within and outside the EU and EEA, or other companies within the group. We may be required by law to disclose the data to authorities. We do not keep the data on file longer than necessary.

The data controller is Moderna Försäkringar, part of Trygg- Hansa Försäkring, SE-106 26 Stockholm, Sweden, org.nr 516403–8662, branch of Tryg Forsikring A/S, CVR-no. 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark. If you wish to be informed of your specific personal data that are processed, if you want to request the personal data you have given to us, request a rectification etc., you can send an email to <u>dataskydd@modernaforsakringar.se</u> or send a letter to: Moderna Försäkringar, Data Protection Officer, Box 7830,

SE-103 98 Stockholm, Sweden. You can also contact us to request that a copy of our privacy policy be sent to you by postal mail.