

General terms and conditions of contract

Valid with effect from 1.5.2010

In case of any dispute under these conditions the original Finnish wording shall prevail.

Contents

1.	Order of applying the terms and conditions	2
2.	Sections where the general terms and conditions of contract differ from the Insurance Contracts Act	2
3.	General terminology in insurance terms and conditions and in the insurance policy document	2
4.	Provision of information prior to concluding an insurance contract	3
4.1	Tapiola's duty of disclosure	3 3
4.2	The policyholder's and insured's duty of disclosure	3
5.	Commencement of Tapiola's liability and	Ũ
	validity of insurance contract	3
5.1	Commencement of Tapiola's liability	3
5.2	Validity of the insurance contract	3
6 .	Insurance premium	3
6.1 6.2	Payment of insurance premiums Obligation to report financial indicators	3 2
6.3	Fixed premium	3
6.4	Advance premium and final premium	3
6.5	Delay of insurance premium	3 3 3 3 3 3 3 3 3 3 4
6.6	Refund of premiums after expiry of contract	4
7.	Disclosure of information during validity of contract	4
7.1	Tapiola's duty of disclosure	4 4
7.2	Policyholder's obligation to inform Tapiola of	
	increased risk	4
7.3	Obligation to inform Tapiola of other cover for the same risk	4
8.		4
0.	Obligation to prevent and mitigate damage	4
8.1	Obligation to follow precautionary guidelines	4
8.2	Salvage obligation	4
9.	Causing an insured event	5
10.	Persons equivalent to the insured	5
11.	Application for compensation and	
111	obligations	5
11.1 11.2	Obligations of the claimant Expiry of the right to compensation	5 5
11.2	Tapiola's obligations	5 5 5 5
11.4	Tapiola's right of offset	5

12. 12.1	Tapiola's right of recovery Tapiola's right of recovery against a third party	6 6
12.2	Tapiola's right of recovery against the policyholder, the insured, or similar	6
13. 13.1	Altering the insurance contract Alteration of terms and conditions of contract	6
13.2	during the insurance period Amendment to terms and conditions of contract at the end of the insurance period	6 6
13.3 13.4	Newly insured The effects of index on the premium and sum	6
14.	insured Termination of insurance contract	6 6
14.1 14.2	Policyholder's right to terminate insurance Tapiola's right to terminate insurance during the	6
14.3	insurance period Tapiola's right to terminate insurance contract at the end of the insurance period	6 7
14.4 15.	Change of ownership Rights of a third party	, 7 7
15.1	Other insured parties in whose favour the property insurance applies	7
15.2	Position of the insured after the occurrence of an insured event	7
15.3 15.4	Priority to compensation Right of appeal against insurer's decision under liability insurance	7 7
16.	Applicable law and settlement of disputes and appeal against Tapiola's decision	, 7
16.1 16.2	Right to request a recommendation from the	7
16.3	Finnish Insurance Complaints Board Right to file a claim with the District Court	7 7
16.4 16.5	Arbitration proceedings in disputes Appeal deadline	7 8
17. 17.1 17.2	Other regulations Partial invalidity of insurance contract Effects of force majeure on Tapiola's	8 8
17.3	obligations Processing of loss-related data	8 8

1. Order of applying the terms and conditions

These general terms and conditions of contract YS3 are applied to property, interruption, liability and legal expense insurance contracts with businesses and organisations, and other contracts where this has been specifically agreed upon.

The insurance terms and conditions to be applied to the insurance contract are specified in the insurance policy. The terms and conditions specified in the policy (written or electronic) are applied in the following order of priority:

- 1. special clauses specific to the type of insurance
- 2. product terms and conditions for the type of insurance
- 3. common terms and conditions for the type of insurance
- 4. general terms and conditions of contract.

2. Sections where the general terms and conditions of contract differ from the Insurance Contracts Act

The current Insurance Contracts Act is applied insofar as these general terms and conditions do not include a regulation on the matter or when an agreement made on the matter does not deviate from the Insurance Contracts Act.

These general terms and conditions deviate from the current Insurance Contracts Act as follows:

- Tapiola's duty of disclosure (4.1 and 7.1)
- Policyholder's duty of disclosure (4.2 and 7.2)
- Paying the premium (6.1)
- Refund of premiums after expiry of contract (6.6)
- Obligation to inform Tapiola of other cover for the same risk (7.3)
- Salvage obligation (8.2)
- Causing of an insured event (9)
- Persons equivalent to the insured (10)
- Expiry of the right to compensation (11.2)
- Tapiola's right of offset (11.4)
- Tapiola's right of recovery against a third party (12.1)
- Amending the terms and conditions of the contract during or at the end of the insurance period (13.1 and 13.2)
- Newly insured (13.3)
- Policyholder's right to terminate insurance policy (14.1)
- Tapiola's right to terminate insurance during the insurance period (14.2)
- Termination of insurance contract in connection with change of ownership (14.4)
- Right to file a claim with the District Court (16.3)
- Arbitration in disputes (16.4)
- Appeal deadline (16.5)

3. General terminology in insurance terms and conditions and in the insurance policy document

Special clause is a term or other regulation specified in the insurance policy document that concerns a single insurance policy and describes specific restrictions or extensions to insurance cover, precautionary guidelines or deductibles.

Written refers to information, supplied in paper or electronic format, the original content of which can be kept unchanged and which can be reproduced with identical content.

Exclusion clause is a term or regulation in the insurance policy, a product term or the common terms and conditions which specifies damage and loss not covered by the insurance or which otherwise restricts insurance cover.

Precautionary guideline refers to an obligation to follow regulations laid down in the policy document, in the terms and conditions of insurance, or in another written document and intended to prevent or mitigate damage.

Financial indicator is insurance-specific information which is specified in the insurance terms and conditions and which the premium is based on. The financial indicator is recorded in the insurance policy.

Tapiola refers to Mutual Insurance Company Tapiola.

Product term specifies insured events coverable under the type of insurance, as well as restrictions to coverage for such events.

The insured is the party in whose favour the insurance applies. The insured's property or other benefit is the object of the insurance.

The policyholder is the party that has entered into the contract of insurance with Tapiola.

Insurance period is the term of validity of the insurance as agreed with the policyholder and indicated in the policy document. The length of an insurance period is 12 months, unless otherwise agreed and specified in the policy.

Examples of **types of insurance** in insurance policies include

- property insurance
- interruption insurance
- liability insurance
- legal expenses insurance.

Insurance contract is an agreement between the policyholder and Tapiola on insurance cover for the insured.

Insured event refers to realisation of a risk covered by the insurance.

Common clause specifies the common exclusions to insurance cover and indemnification regulations for the insurance type in question.

Company and organisation refer to a policyholder who is not equivalent to a consumer as a party to the contract signed with the insurer as referred to in Section 3 of the Finnish Insurance Contracts Act.

4. Provision of information prior to concluding an insurance contract

4.1 Tapiola's duty of disclosure

Before the signing of the insurance contract, Tapiola provides the applicant with the necessary information to estimate the need for insurance cover and to choose the appropriate insurance. This information includes for example Tapiola's insurance types, premiums and insurance terms and conditions.

If Tapiola or its representative has, when marketing the insurance, given the policyholder incomplete, false or misleading information, Tapiola will correct the false information without undue delay as soon as the error has been detected. The insurance contract is valid in accordance with the rectified information from the moment when the policyholder has been informed about the rectification.

4.2 The policyholder's and insured's duty of disclosure

Prior to the insurance being granted, the policyholder and insured, or a representative thereof, must provide

- accurate and complete answers to Tapiola's questions
- any other information that they understand or should have understood to be relevant for the assessment of Tapiola's liability.

Furthermore, during the insurance period the policyholder and the insured, or a representative thereof, must, without undue delay, correct any information provided to Tapiola that they have found to be erroneous or incomplete.

In the event that the policyholder, the insured, or a representative thereof, has acted fraudulently while fulfilling the above-mentioned obligation, the insurance contract is not binding on Tapiola. Tapiola has the right to retain all premiums paid, even if the insurance has been annulled.

In the event that the policyholder, the insured, or a representative thereof, wilfully or through negligence that cannot be considered minor, has failed to fulfil his or her obligation to provide information, the compensation may be reduced or refused.

The effect and extent of the matter relating to the false or incomplete information provided by the policyholder or the insured or their representative is taken into account when considering whether compensation is to be reduced or refused. In addition, possible intent and the type of negligence on the part of the policyholder, the insured or a representative thereof, as well as other applicable circumstances, are taken into account.

5. Commencement of Tapiola's liability and validity of insurance contract

5.1 Commencement of Tapiola's liability

Unless the contracting parties have agreed on a specific time of commencement, Tapiola's liability begins once Tapiola or the policyholder has sent or otherwise submitted acceptance to the offer made by the other party. An affirmative reply that the policyholder has sent or otherwise submitted to a representative of Tapiola is deemed to have been submitted or sent to Tapiola.

If it is unclear what time of day the reply was issued or sent, it is considered to have taken place at midnight.

5.2 Validity of the insurance contract

An insurance contract is either permanent or fixed-term. A permanent insurance contract is in force for one agreed insurance period at a time, unless the policyholder or Tapiola terminates the contract. The contract may also be terminated in connection with a change of ownership in accordance with 14.4. A fixed-term insurance contract expires on the agreed date without notice of termination.

6. Insurance premium

6.1 Payment of insurance premiums

The policyholder must pay the premium by the due date specified in the invoice sent by Tapiola.

In the event that the payment by the policyholder is not enough to cover all receivables of Tapiola, Tapiola has the right to determine the insurance receivables towards which the policyholder's payment is made.

6.2 Obligation to report financial indicators

The policyholder must provide Tapiola with the financial indicators necessary for the calculation of the premium. These indicators must be provided when agreeing on the insurance contract and at the end of each insurance period.

If the policyholder has not provided Tapiola with the indicator two (2) months before the end of the insurance period, Tapiola will calculate the premium based on the value of the indicator in the current insurance period plus ten (10) per cent.

6.3 Fixed premium

The premium paid at the beginning of the insurance period is final and will not be adjusted at the end of the insurance period.

6.4 Advance premium and final premium

If the nature of the activity is such that the premium can only be calculated as an advance payment, the final premium is determined after the end of the insurance period. An advance premium must be agreed upon in advance in writing. The difference between the final and advance premiums must be paid or returned immediately.

If the policyholder has not provided the information requested by Tapiola within 30 days, Tapiola has the right to confirm a premium that it deems reasonable. In order to determine the premium, Tapiola has the right to obtain the necessary information from the policyholder's accounts or other applicable files.

6.5 Delay of insurance premium

If the premium has not been paid on the due date at the latest, Tapiola has the right to terminate the insurance. The insurance expires 14 days after Tapiola has dispatched the notice of termination.

However, should the policyholder pay the insurance premium before the end of the notice period, the insurance does not expire after the end of the notice period. Tapiola mentions this option in the notice of termination.

If the insurance premium has been paid after the due date, penalty interest will be payable for the late payment in accordance with the Interest Act.

6.6 Refund of premiums after expiry of contract

In the event that the insurance is terminated before the agreed date, Tapiola is entitled to premiums only for the period of its liability. Unpaid overdue premiums or other overdue receivables may be deducted from the refund in accordance with general offsetting conditions, as well as policy management expenses.

However, the premium is not refunded in the event of the insured acting in bad faith as referred to in 4.2. Tapiola has the right to retain 15% of the premium to cover policy management expenses. However, the minimum charge payable for the insurance is EUR 50 for each valid insurance period. The insurance premium is not refunded if the refundable amount totals less than EUR 50.

If the entire sum insured is paid as compensation or the insured object is indemnified in full as a result of an insured event, the respective premium is not refunded for this insurance period.

7. Disclosure of information during validity of contract

7.1 Tapiola's duty of disclosure

During the validity of the insurance, Tapiola will notify the policyholder each year about the sum insured and other matters pertaining to the insurance that are of obvious relevance to the policyholder.

If Tapiola or its representative has, while the insurance is valid, given incomplete, false or misleading information about the insurance, Tapiola will correct the false information without undue delay as soon as the error has been detected. If the false, incomplete or misleading information provided while the insurance is valid can be considered to have influenced the policyholder's actions, the insurance will remain valid with the content that the policyholder had reason to believe only until the policyholder has been informed about a rectification.

Tapiola is not bound by information which Tapiola or its representative has provided on future compensation after the occurrence of an insured **event**.

7.2 Policyholder's obligation to inform Tapiola of increased risk

The policyholder, insured, or a representative thereof must notify Tapiola without delay of any material change in the circumstances reported upon concluding the insurance contract or in a state of affairs entered in the insurance policy that may increase risk substantially, and which changed circumstances Tapiola cannot be deemed to have taken into account at the time of concluding the insurance contract.

The obligation to provide information may concern repair, change or extension work performed at the site that is the object of insurance, altered purpose of use of the insured object, or altered type or extent of business. In the event that the policyholder or the insured, wilfully or through negligence that cannot be considered minor, has failed to fulfil the obligation to provide information, compensation may be reduced or refused.

The effect of the changed circumstance that can involve increased risk is taken into account when considering whether compensation is to be reduced or refused. In addition, possible intent and the type of negligence on the part of the policyholder, the insured or a representative thereof, as well as any other relevant circumstances, are taken into account.

7.3 Obligation to inform Tapiola of other cover for the same risk

The policyholder must inform Tapiola of any insurance policies taken out from other insurance companies that cover the same risk.

8. Obligation to prevent and mitigate damage

8.1 Obligation to follow precautionary guidelines The insured must follow precautionary guidelines.

In the event that the insured – wilfully or through negligence that cannot be considered minor – has failed to follow the precautionary guidelines, the compensation payable to the insured may be reduced or refused.

The effect of failing to follow the precautionary guidelines is taken into account when considering whether compensation is to be reduced or refused. In addition, possible intent and the type of negligence on the part of the insured, as well as any other relevant circumstances, are taken into account.

8.2 Salvage obligation

In the event of an occurred or impending insured event, the insured must seek to prevent and mitigate losses, to the best of his or her ability. In addition, the insured must take part in the inspection of damage at the location of damage and assist in the assessment of the cause of damage.

If the damage was caused by an outsider, the insured must take necessary action to preserve Tapiola's rights in relation to the party who is liable for damages.

For example, the insured must seek to establish the identity of the party who caused the damage.

In the event that the damage was caused through criminal offence, the insured must notify police authorities without delay and demand the punishment of the offender(s) in a court of law, where Tapiola's interests so require. In all other respects, the insured must follow Tapiola's instructions for the prevention and mitigation of damage.

In the event of an occurred or impending insured event, Tapiola will pay reasonable costs resulting from the prevention or mitigation of damage and loss, even if this exceeds the sum insured. In liability insurance and interruption insurance, Tapiola's maximum liability to indemnify is the sum insured specified in the policy.

In the event that the insured - wilfully or through negli-

gence that cannot be considered minor – has failed to follow the obligation to salvage referred to above, compensation may be reduced or refused.

The effect of negligence on the occurrence or mitigation of damage is taken into account when considering whether compensation is to be reduced or refused. In addition, possible intent and the type of negligence on the part of the policyholder and the insured, as well as any other relevant circumstances, are taken into account.

Section 8.2 is not applied to legal expenses insurance.

9. Causing an insured event

Tapiola is free from any liability towards a policyholder or insured who wilfully or through gross negligence has caused the occurrence of an insured **event**.

10. Persons equivalent to the insured

When it comes to causing an insured event, following precautionary guidelines or fulfilling the obligation to salvage, the clauses stated above regarding the insured are accordingly applied to a person

- who, with the consent of the insured, is responsible for a motor-driven or towable vehicle, ship or aircraft covered by the insurance;
- who shares joint ownership of the insured property with the insured and uses it together with him or her; or
- who has an employment or public service relationship with the policyholder, for whom the policyholder is responsible, or who acts as a representative of the policyholder.

11. Application for compensation and obligations

11.1 Obligations of the claimant

The claimant must without undue delay inform Tapiola about the loss or damage. The claimant must supply Tapiola with documents and information needed to assess Tapiola's liability.

Such documents and information include those that help to determine whether an insured event has occurred, the extent of the injury, damage or loss, and to whom the compensation will be payable.

The claimant is liable to acquire the documentation and information best available to him/her at his/her own expense, with due consideration of the opportunities available to Tapiola to obtain such information.

Tapiola is not obliged to pay compensation before it has received the abovementioned documentation.

In the event that, after the occurrence of an insured event, the claimant has fraudulently supplied Tapiola with false or insufficient information that is relevant to the assessment of the damage and Tapiola's liability, compensation may be reduced or refused to the extent that is reasonable in light of the circumstances.

11.2 Expiry of the right to compensation

Notification of loss must be submitted to Tapiola within one (1) year of the day when the claimant found out about the validity of insurance, the insured event and the damaging consequences of the event.

As regards liability insurance, notification of loss must be submitted to Tapiola within one (1) year of the day when the claimant found out about the validity of liability insurance and the specified claim.

In any event, a notification of loss must be submitted within three (3) years of the occurrence of the insured event and, as regards liability insurance, after the damaging consequences to the party suffering loss or damage.

If a notification of loss is not submitted to Tapiola within this period, the claimant will forfeit the right to compensation.

11.3 Tapiola's obligations

After the occurrence of an insured event, Tapiola provides the claimant, such as the insured, with information about the content of the insurance and the compensation application procedure.

Possible advance information given about the future compensation, the amount of compensation or payment of compensation to the claimant have no effect on the obligation to pay under the insurance contract.

Tapiola makes prompt payment of compensation covering the **insured event** in accordance with the insurance contract, or provides notification that compensation will not be paid, within one (1) month of having received the documents and information necessary to assess its liability.

If the amount of compensation is disputed, Tapiola pays the undisputed part of the compensation within the period specified above.

When the claims settlement decision concerns liability insurance, Tapiola also informs the party that suffered damage of the decision.

Tapiola will pay penalty interest on delayed compensation in accordance with the Interest Act.

11.4 Tapiola's right of offset

Tapiola may deduct from the compensation any unpaid overdue premiums and other overdue receivables, regardless of whether they are based on the insurance contract or not, in accordance with general offset conditions.

Tapiola has the right to deduct any overdue premiums or other receivables payable to Tapiola by the policyholder, or any company belonging to the same group of companies as the policyholder, from the compensation or any other sums payable by Tapiola to the policyholder or any company belonging to the same group of companies as the policyholder.

If the payment is to be made in several instalments, Tapiola has also a right of offset against instalments that are not yet due. Tapiola has a right of offset even in the event that the damage or loss occurred after the policyholder was declared bankrupt but Tapiola's liability was still in effect.

12. Tapiola's right of recovery

12.1 Tapiola's right of recovery against a third party The insured's right to recover compensation for loss or damage from a third party liable for damages is subrogated to Tapiola up to the amount Tapiola has paid as compensation.

If a natural person has caused the damage in the capacity of a private person or in the capacity of an employee, official or other person referred to in Chapter 4, Section 1 of the Tort Liability Act, Tapiola has a right of recourse against the said person only if the person has caused the damage wilfully or through gross negligence, or is liable for damages regardless of his or her negligence.

12.2 Tapiola's right of recovery against the policyholder, the insured, or similar

Tapiola has the right to reclaim part or the whole of the compensation paid to the insured referred to in 15.1 from the policyholder, insured or person identifiable with the insured in the meaning of section 10, who has caused the occurrence of the insured event in accordance with section 9 or neglected one or more of the following obligations:

- policyholder's and insured's duty of disclosure (4.2)
- policyholder's obligation to inform about increased risk (7.2)
- obligation to inform about other cover for the same risk (7.3)
- obligation to follow precautionary guidelines (8.1); and
- salvage obligation (8.2).

Tapiola may demand a full refund of the compensation on the basis of the right of recourse in the event that Tapiola should be free of liability or entitled to refuse compensation on grounds referred to in 4.2, 7.2, 8.1, 8.2, and/or 9. Should the compensation have been reduced in accordance with 4.2, 7.2, 8.1, 8.2, and/or 9, Tapiola may demand a refund commensurate with the reduction.

13. Altering the insurance contract

13.1 Alteration of terms and conditions of contract during the insurance period

Tapiola has the right to alter the insurance premium and other terms and conditions of contract during the insurance period to correspond to the changed circumstances if

- the policyholder or the insured, or a representative thereof, has failed to fulfil the obligation to provide information as referred to in item 4.2; or
- the circumstances reported to Tapiola by the policyholder or the insured upon the conclusion of the insurance contract, or any other circumstance endorsed in the policy document, have changed in the meaning of 7.2

After having become aware of the above-mentioned circumstances, Tapiola, without undue delay, will send notification of how and from what point onward the premium or other terms and conditions of contract will change.

13.2 Amendment to terms and conditions of contract at the end of the insurance period

At the end of the insurance period, Tapiola has the right to

amend the terms and conditions of insurance and the insurance premiums, as well as the other terms and conditions of contract.

The changes are applied from the beginning of the following insurance period. Tapiola will inform the policyholder in writing of substantial changes and the grounds for them no later than one month before the beginning of a new insurance period. The insurance policy will continue in the amended form, unless the policyholder terminates the policy with a written notice before the beginning of a new insurance period.

13.3 Newly insured

New companies are covered by the insurance once the policyholder has informed Tapiola of the existence of the company and Tapiola has approved it to be included as insured under the insurance contract.

13.4 The effects of index on the premium and sum insured

Tapiola may change the premium and sum insured if the index specified in the policy changes.

14. Termination of insurance contract

14.1 Policyholder's right to terminate insurance

The policyholder may terminate a permanent insurance policy to expire at the closing of an insurance period. Tapiola must be notified about termination in writing. Any other termination attempt is invalid. The written notification of termination must be sent to Tapiola no later than one (1) month before the end of the insurance period.

A fixed-term insurance contract expires on the agreed date without notice of termination.

14.2 Tapiola's right to terminate insurance during the insurance period

Tapiola has the right to terminate the insurance during the insurance period, if

- either the policyholder, the insured, or a representative thereof, has given incorrect or incomplete information prior to the issuance of the insurance and if Tapiola would not have issued the insurance had it been aware of the true circumstances; or
- 2) circumstances reported to Tapiola by the policyholder, the insured, or a representative thereof at the conclusion of the insurance contract or a state of affairs specified in the policy document have changed during the insurance period, to an extent that substantially increases the risk of damage, and Tapiola cannot be deemed to have taken such change into account when concluding the contract; or
- the policyholder or insured wilfully or through gross negligence has failed to follow precautionary guidelines; or
- 4) the policyholder or insured wilfully or through gross negligence has caused an insured event to occur; or
- 5) the policyholder or insured, after the occurrence of an insured event, has fraudulently given Tapiola false or incomplete information that is relevant to the assessment of Tapiola's liability; or

- 6) the policyholder has been found insolvent or is declared bankrupt; or
- 7) payment of premium is overdue.

Tapiola without undue delay will terminate the insurance in writing once it has become aware of grounds warranting termination. The insurance expires within one (1) month after the termination notification has been sent.

Tapiola's right to terminate the insurance on account of a delay in the payment of premium is determined in accordance with 6.5.

14.3 Tapiola's right to terminate insurance contract at the end of the insurance period

Tapiola has the right to terminate an insurance contract with effect from the end of the insurance period. Tapiola will send a written notification of termination to the policyholder no later than one (1) month before the end of the insurance period.

14.4 Change of ownership

The insurance contract ceases to be valid in the event that the insured property is transferred to a new owner other than the policyholder itself.

If an insured event occurs within 14 days of the assignment of title, the new owner is, nonetheless, entitled to compensation, unless the new owner has taken out a separate insurance policy for the property.

15. Rights of a third party

15.1 Other insured parties in whose favour the property insurance applies

In addition to what is otherwise stipulated in the insurance terms and conditions concerning the insured, property insurance applies in favour of

- the owner
- the party who has bought the property under provision regarding reservation of title
- the holder of lien and right of retention and
- otherwise in favour of the party carrying the risk that the property is lost or damaged.

15.2 Position of the insured after the occurrence of an insured event

Tapiola will refer to the failure of the policyholder or other insured party to fulfil the duty of disclosure (see 4.2) or to report an increase of risk (see 7.2) in order to reduce or refuse compensation to the insured referred to above only if the insured referred to in 15.1 knew or should have known about the relevant actions of the policyholder or other insured party before the occurrence of the insured event.

Each insured party is entitled to compensation payable in consequence of the insured **event**.

However, the policyholder may negotiate with Tapiola, where it shall be binding on the insured, to withdraw the compensation, except where the insured has been nominated in the policy document or has declared that he himself will attend to his own interest, or when the matter involves the mortgagee's right to receive payment as compensation.

15.3 Priority to compensation

In the event that the property insurance applies in favour of a person who has a lien on the property as security against a receivable, he has the right, even if the receivable had not become due, to receive payment as compensation before the owner, unless the owner has remedied the damage or set a security for its remedy. This is applicable accordingly in favour of a person who has the right to retain the property as a security for overdue receivables.

The owner is entitled to receive payment as compensation before the person who has purchased the property under provision regarding reservation of title.

With regard to the right of a mortgagee's entitlement to compensation, the provisions pertaining to the right of the mortgagee to receive compensation apply.

15.4 Right of appeal against insurer's decision under liability insurance

The party suffering damage is entitled to take legal action against Tapiola on account of the decision on claim or refer the case to the Finnish Insurance Complaints Board or the Consumer Disputes Board within the time specified in 16.5.

16. Applicable law and settlement of disputes and appeal against Tapiola's decision

The insurance contract is subject to Finnish law.

16.1 Right to request review

If the policyholder or claimant suspects that the decision on claim or other decision of Tapiola is erroneous, he/she has the right to receive further information about the grounds for the decision. Tapiola will rectify the decision if new clarifications should warrant this.

16.2 Right to request a recommendation from the Finnish Insurance Complaints Board

The policyholder or claimant may ask for a recommendation from the Finnish Insurance Complaints Board. It gives recommendations in relation to disputes concerning interpretation and implementation under an insurance contract of the law and the terms and conditions of insurance. Processing by the Board does not preclude taking legal action. However, the Board does not handle matters that are pending in or tried before a court. The services of the Board are free of charge.

16.3 Right to file a claim with the District Court

Should the policyholder or the claimant not accept Tapiola's decision, he may institute legal proceedings against Tapiola. Legal action may be taken either in the district court of the claimant's Finnish domicile or Tapiola's domicile or in the district court of the location of the damage in Finland, unless not otherwise stipulated in international agreements binding Finland.

16.4 Arbitration proceedings in disputes

If the dispute concerns a sum of over EUR 100,000, or for other disputes relating to the insurance contract than an appeal against Tapiola's decision on claim and the matter is not associated with collection of premiums receivable, the final settlement of disputes will take place through arbitration in accordance with the rules of the arbitration committee of the Finnish Central Chamber of Commerce.

16.5 Appeal deadline

Legal action against a decision by Tapiola must be initiated or application to initiate arbitration must be filed within three (3) years of receipt of Tapiola's decision and of this deadline being received in writing by the party concerned. After the closing of the abovementioned period, the right to institute proceedings will cease.

17. Other regulations

17.1 Partial invalidity of insurance contract

If an individual clause or part thereof in the insurance contract is declared invalid, the other terms and conditions of the contract will remain in force.

17.2 Effects of force majeure on Tapiola's obligations

Tapiola is not liable for damage or loss resulting from delayed or failed claims handling, payment of compensation or repair of damaged property because of

- war
- war-like action
- terrorism
- civil war
- revolution
- rebellion
- civil commotion or unrest
- strike
- lockout
- blockade
- or other similar incident or action taken by the authorities or exceptional political, economic or social conditions.

17.3 Processing of loss-related data

We submit information on losses reported to Tapiola to the joint claims register of insurance companies. At the same time, we examine losses reported to other insurance companies. We use the information only in connection with claims handling to prevent crimes against insurance companies.

Tapiola records all telephone calls related to claims.

Customer service 01019 5100 tapiola.fi/yritysasiakkaat



Tapiola General Mutual Insurance Company Postal Address: FIN-02010 TAPIOLA Business ID 0211034-2 Domicile: Espoo