

# Embezzlement cover VA20

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## 1 Insurance cover

The insurance contract comprises the insurance policy and the special clauses and product terms and conditions specified for each type of insurance in the policy, as well as these terms and conditions of insurance and the general terms and conditions of contract.

When an insurance policy is taken out or amended, it may be agreed that the insurance cover is more limited or extensive than that specified herein. Exceptions are stated in the insurance policy.

The objects of insurance, sums insured, selected insurance cover and deductibles are described in the policy.

## 2 Coverable losses

### 2.1 Embezzlement

The insurance covers losses incurred by the policyholder or other insured parties due to embezzlement as stipulated in chapter 28, sections 4–6, of the Criminal Code.

Compensation is payable under the following conditions:

- The loss affects the policyholder's wealth or property
- The loss was incurred due to activities described in the insurance policy
- The loss was caused by an employee of the policyholder
- The loss is a consequence of a crime that was committed during the insurance period; and
- The loss was caused using authorisation granted for the purpose of discharging duties that belong to the sector in which the policyholder operates
- The loss is discovered during the insurance period or in the following 12 months.

### 2.2 Data forgery

The insurance also compensates the policyholder or other insured party for losses that are incurred if an employee of the policyholder forges the result of data processing by entering false data into a data processing device or by otherwise intervening in data processing in the pursuit of financial gain for himself/herself or any other unauthorised party.

### 2.3 Abuse of debit or credit cards

The insurance cover also provides compensation for losses incurred due to the abuse of lost or stolen credit or debit cards during the insurance period if the party that is found guilty of the abuse is not an employee of the policyholder.

## 3 Extensive embezzlement cover

If separately agreed upon and marked in the insurance policy, compensation shall be paid for losses as defined in clause 2.1 under the conditions set out in clause 2.1 also in the event that

- the loss that is subject to compensation in accordance with the conditions affects the wealth or property of a customer of the policyholder.

In such cases, compensation can be paid under the following additional conditions:

- The policyholder is liable to pay compensation for the loss in its role as the employer
- The loss has occurred in the policyholder's business as stipulated in the insurance policy or in work relating to the business, and the loss was caused by an employee of the policyholder.

## 4 Restrictions

### 4.1 Investigation and auditing expenses

The insurance does not cover investigation and auditing expenses.

### 4.2 Abuse of confidential information

The insurance does not cover damage or loss caused by the disclosure of confidential information or professional or trade secrets.

### 4.3 Intangible rights

The insurance does not cover loss relating to patents, trademarks, copyrights, design protection, utility models or other immaterial rights.

### 4.4 Loss caused by an owner or a shareholder

The insurance does not cover loss that is caused by the policyholder's owner or a shareholder with a controlling stake.

### 4.5 States of emergency

The insurance does not cover loss or damage caused by war, mutiny, revolution or other similar events leading to social unrest.

## 5 Indemnification regulations

### 5.1 Amount of compensation

In the event of loss due to embezzlement as defined in clause 2.1 and data forgery as defined in clause 2.2, compensation shall be paid in the amount confirmed by a court of law up to the sum insured. Compensation shall be paid for losses incurred due to the abuse of a lost or stolen card for a period of up to 24 hours following the loss or theft of the card. The amount of compensation for losses incurred due to the abuse of a lost or stolen card is 10% of the sum insured for each card, up to a maximum of EUR 20,000. During a single insurance period, the maximum amount of compensation that can be paid for losses that are proven to have been incurred due to the abuse of lost or stolen cards is 20% of the insured sum, up to a maximum of EUR 50,000. Interest is paid on embezzled sums for a period beginning no earlier than the day on which a notification of claim was received by the insurance company. The insurance policy compensates the policyholder for legal expenses if the policyholder seeks damages as part of a legal action related to a loss as stipulated in these terms and conditions.

The sum insured, as indicated in the insurance policy, is the upper limit of the insurance company's liability to pay compensation, interest, legal expenses and the costs of reasonable preventive measures taken in the event of imminent damage for each insured event.

Losses that are incurred during the same insurance period, as well as individual losses that were caused by crimes committed across several insurance periods, are subject to compensation in a maximum amount corresponding to the sum insured as stipulated in the insurance policy. Losses caused by one or more persons are subject to compensation in the amount that corresponds to the sum insured that was valid when the crime was first committed.

However, compensation shall be paid for the costs of preventive measures, even if the sum insured is exceeded, if the policyholder is a sole trader in a position equivalent to that of a consumer (Insurance Contracts Act, Section 3, 543/1994).

## **5.2 Deductible**

For each insured event the policyholder is liable for the deductible portion of the loss as stipulated in the insurance policy.

# **6 Precautionary guidelines**

## **6.1 Binding force and purpose of precautionary guidelines**

It is a condition for the payment of compensation in accordance with the terms and conditions of insurance that the policyholder complies with these safety guidelines, as well as written safety guidelines and regulations issued separately by LocalTapiola. If the precautionary guidelines are not followed and this has an impact on the occurrence, level or extent of loss, compensation may be reduced or refused in accordance with the Finnish Insurance Contracts Act and the general terms and conditions.

## **6.2 Prevention of property crime**

The premises on which property is stored must fulfil the general structural break-in protection requirements that prevail in the policyholder's sector. The strength and design of the structures and locks must be such that the space cannot be entered without breaking the structures or locks with tools. It must not be possible to remove the structures, parts of structures or locks from the outside without damaging the structure.

A record must be kept of all keys that are issued and it must be ensured that keys are returned, especially when a keyholder's employment relationship ends. Keys must be signed for and only issued when there is a proven need for a key.

## **6.3 Computer data, files and software**

Data and material belonging to the policyholder and the policyholder's customers must be processed and stored in accordance with the information security practices that prevail in the sector in such a manner that the security of business secrets and other confidential information is upheld.

## **6.4 Storage and use of credit or debit cards**

Credit or debit cards must be used and stored in compliance with the terms and conditions of the cards. Loss or theft of a card must be reported to the card issuer without delay.

## **6.5 Auditing**

The policyholder must use an approved auditor (such as Approved Accountants, Authorised Public Accountants or Chartered Public Finance Auditors) and commission all of the relevant auditing and monitoring measures that are in general use in the policyholder's sector.

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

Insurance is granted by the following mutual insurance companies in LocalTapiola Group (business ID):

LähiTapiola **Etelä** (0139557-7) | LähiTapiola **Etelä-Pohjanmaa** (0178281-7) | LokalTapiola **Sydkusten** -  
LähiTapiola **Etelärannikko** (0135987-5) | LähiTapiola **Itä** (2246442-0) | LähiTapiola **Kaakkois-Suomi**  
(0225907-5) | LähiTapiola **Kainuu-Koillismaa** (0210339-6) | LähiTapiola **Keski-Suomi** (0208463-1) |  
LähiTapiola **Lappi** (0277001-7) | LähiTapiola **Loimi-Häme** (0134859-4) | LähiTapiola **Länsi-Suomi** (0134099-8) |  
LähiTapiola **Pirkanmaa** (0205843-3) | LokalTapiola **Österbotten** - LähiTapiola **Pohjanmaa** (0180953-0) |  
LähiTapiola **Pohjoinen** (2235550-7) | LähiTapiola **Pääkaupunkiseutu** (2647339-1) | LähiTapiola **Savo**  
(1759597-9) | LähiTapiola **Savo-Karjala** (0218612-8) | LähiTapiola **Uusimaa** (0224469-0) |  
LähiTapiola **Varsinais-Suomi** (0204067-1) | LähiTapiola **Vellamo** (0282283-3) |  
LocalTapiola General Mutual Insurance Company (0211034-2)

The companies' contact details are available at [www.lahitapiola.fi](http://www.lahitapiola.fi).