

# Luggage and personal liability travel insurance

## Companies and organisations

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The content of the insurance contract shall be determined in accordance with the policy document, the Luggage and travel liability insurance terms and conditions, and the General terms and conditions of insurance. The insurance cover selected and any particulars relating thereto, such as the insured parties and the insurance coverage, shall be specified in the policy document.

## 1 The insured and the recipient of compensation

### 1.1 Insured

The insured shall consist of persons endorsed in the policy document or persons within a specified group endorsed in the policy document.

Any next of kin of the insured who reside permanently in the same household as he/she does and accompany him/her on the journey shall be subject to the luggage insurance and travel liability insurance. Next of kin have been defined in the section 'Terminology related to travel insurance'.

The insured must reside permanently in Finland and hold a valid Kela card as proof of eligibility for Finnish residence-based social security. If an insured party stays outside Finland for an uninterrupted period of more than six months, he or she is not considered to reside in Finland on a permanent basis.

### 1.2 The recipient of compensation

The insured or any other party entitled to compensation shall be the recipient of compensation.

## 2 Validity and termination of insurance

### 2.1 Territorial limits and period of validity

Luggage and travel liability insurance is in force in the regions shown in the insurance policy and for the period of time shown in the insurance policy.

### 2.2 Termination of insurance

With regard to an individual insured person, this insurance terminates when he or she resigns from the policyholder's employ or no longer belongs to the group of insured persons determined in the insurance policy.

Section 16 of the General terms and conditions discusses the termination of insurance contracts in more detail.

The date of termination of fixed-term traveller's insurance is shown in the insurance policy.

## 3 Indexation of the insurance

The insured sums, any applicable excesses and premiums shall be reviewed annually at the start of the insurance period against an index. The luggage insurance and travel liability insurance shall be linked with the cost-of-living index corresponding to the term of insurance. A fixed-period travel insurance is not linked to an index.

## 4 Terminology related to travel insurance

### The concept of trip

The trip shall be deemed to commence in Finland at the home, place of work or study, or holiday home of the insured and finish in these locations. A foreign trip shall refer to a trip outside the borders of Finland.

A continuous trip or sojourn abroad shall not be construed to be interrupted by a visit to the home country lasting under 14 days if the intention is to return to the same destination.

In Finland, the insured shall not be considered to be on a trip

- at a residence or holiday home owned by him/her, his/her spouse or a member of his/her family living in the same household,
- at a residence or holiday home regularly occupied by him/her,
- at a place of study or work,
- when moving between any of the above locations, regardless of the length of the trip, or
- if the distance to the destination is less than 50 km from any of the above locations.

### Next of kin

For the purposes of the travel insurance, next of kin shall refer to the following persons

- spouse or common-law spouse;
- children and grandchildren of the insured and those of his/her spouse or common-law spouse;
- children other than the insured's own children permanently living in the same household with the insured;
- parents and grandparents of the insured and his/her married or common law spouse;
- siblings and half-siblings
- daughters- and sons-in-law;
- a single travel companion, exclusively with whom the insured has reserved the trip;
- farm relief worker;
- informal carer;
- a maximum of one (1) person signed up for the trip; and
- person responsible for an under-16-year-old during travel and his or her next of kin, when an under-16-year-old is not travelling with his or her own family.

Partners in a registered partnership shall be treated as spouses. A common-law spouse shall mean a person who, according to the Population Register, is cohabiting permanently with the insured.

## Luggage insurance

## 5 Insured property

The objective of the insurance is to compensate for expenses resulting from the event against which insurance is provided, in the extent of the agreed insurance cover and in accordance with these terms and conditions as well as the General terms and conditions of insurance.

The insurance shall cover property taken by the insured on the journey and property obtained during the journey equivalent to home contents, as well as passport and travel tickets.

The luggage insurance shall not include

- goods leased or borrowed during the trip;
- spectacles or contact lenses, dentures or any other personal aid devices;
- motor vehicles or engine-powered devices, caravans or trailers, watercrafts, or any parts or accessories thereof;
- merchandise, goods samples, advertising material or commercial or training films and tapes;

- IT programmes, files or any parts thereof, computer disks or equivalent;
- essays, theses, manuscripts and similar documents;
- collections or any parts thereof;
- securities, credit cards, cash or other methods of payment;
- removal goods or property transported by way of separate cargo; or
- animals or plants.

## 6 Compensable events and exclusions to compensability

### 6.1 Damage to luggage

Luggage insurance shall cover sudden and unexpected material damage to luggage occurring during the trip.

Direct property loss shall be subject to compensation under the luggage insurance. The luggage shall be insured to the sum endorsed in the policy document in relation to each journey. This insured sum shall constitute the maximum compensation payable. The total value of the luggage shall not affect the amount of compensation.

The insurance shall not cover

- lost luggage or luggage left behind;
- theft if its location or time cannot be determined;
- valuables or optical or electronic devices stolen from a tent;
- breakage of sports and hobby equipment while in use for the intended purpose;
- normal scratching or denting;
- damage to luggage resulting from a manufacturing defect or misuse;
- damage resulting from normal weather conditions or a normal natural phenomenon, unless the goods at the time of loss were in the custody of a hotel, carrier, transport company, tour organiser or other such party;
- losses arising from an act of the authorities; or
- losses covered on the basis of law, warranty or other arrangement.

### 6.2 Delay of luggage

The luggage insurance shall cover the acquisition cost of any necessities where the luggage was in the custody of a carrier, transportation company or tour organiser and arrived at the destination after the insured.

- On holiday, compensation shall be payable where the luggage is delayed in excess of 12 hours. The maximum compensation payable shall total EUR 100 for each commencing 24-hour period, and an aggregate maximum of EUR 400 shall apply for each insured party. Essential items shall be covered to the maximum value endorsed in the policy document.
- On a business trip, compensation shall be payable where the luggage is delayed in excess of four (4) hours. The maximum compensation payable shall total EUR 500 for each insured party. Essential items shall be covered to the maximum value endorsed in the policy document.

### 6.3 Other expenses

Luggage insurance shall also cover

- reasonable expenses incurred by the insured in tracing lost luggage, where the luggage was in the custody of a hotel, service station, carrier, transport company, tour organiser or other such party;
- reasonable expenses incurred in the salvage of the luggage and mitigation of losses; and
- a maximum of EUR 300 of cash lost as a result of burglary or robbery.
- additional travel, accommodation and telephone expenditure relating to the renewal of passports, visas or travel tickets during the trip up to a maximum of EUR 200.

## 7 Precautionary guidelines

The precautionary guidelines are instructions that may be followed to prevent or reduce the damage. Should the policyholder, insured or equivalent ignore the precautionary guidelines and this has an impact on the occurrence or extent of damage, indemnification may be reduced or denied.

1. Liquids and any staining or caustic materials must be packed protectively so that they cannot cause damage to other luggage should they open or a bottle break when the property is transported or handled by an outsider.
2. Any recommendations and packing provisions of the carrier must be complied with. The property transported must be packed in a manner that is appropriate for the goods in question so that it will stand normal stress caused by weather and transport. Fragile goods, such as cameras, computers and glassware, should be transported as carry-on luggage on public transport.
3. The luggage must be guarded and kept in the immediate vicinity to prevent theft. Luggage may not be left unguarded in public places. Guarding of the luggage refers to the visual observation of property during the journey, whereby the insured or another party accountable to him/her is able to detect any outsider interfering with the property.
4. Valuables must be transported as carry-on luggage on public transport.
5. In a hotel room or corresponding accommodation, any valuables or optical or electronic devices exceeding EUR 350 in total value must be stored appropriately in a separate lockable unit, such as a suitcase or a safe-deposit box where this is possible given the size and intended use of the item as well as the circumstances.
6. Windows, doors and any other entrances to the space where the luggage is stored must be kept locked.
7. In the event that valuable goods or goods vulnerable to theft, such as optical or electronic devices and valuables, are stored in a parked vehicle, caravan, trailer or boat, the doors (or the trailer's cover) must be locked and the property must be covered or otherwise concealed.
8. Should property be stored in so-called common facilities or outdoors, the property must be locked.
9. Recommendations issued by local authorities, the tour operator or equivalent parties must be complied with.

## 8 Compensation

### 8.1 Application for compensation

LocalTapiola must be notified of any loss incurred as soon as possible. The notification may take place either by phone or by filling in a claims form on the Internet. LocalTapiola must be given the opportunity to inspect the damage prior to the repair of the damage or before the damaged property is destroyed.

The claim must be accompanied by a clarification of the acquisition place and time of the goods subject to loss. With regard to necessities, original receipts must be attached to the claim.

In the event of theft or other crime, a report must be made to the police of the country where the crime took place and LocalTapiola must be provided with a copy of the police report given by the police.

Where goods are damaged or lost during transit, this must be reported to the representative of the carrier or transport company and receipt of such notification must be forwarded to LocalTapiola. Neglect of this obligation of notification shall entitle LocalTapiola to deduct a reasonable portion from the compensation payment.

LocalTapiola shall have the right to redeem any goods or parts thereof at the value of the goods prior to the occurrence of the loss, or to remit the value of the goods, excluding the difference in value of any damaged goods remaining with the recipient of compensation.

In the event that lost or damaged goods should be recovered following the payment of compensation, the policyholder must hand over the same to LocalTapiola or refund any compensation received therefor.

In the event that the goods should be insured under several policies in relation to a single event of loss, the maximum aggregate insured sum shall consist of the total loss incurred.

Any neglect of the loss prevention or mitigation obligations may, under section 6.2 of the General terms and conditions of contract, result in the reduction or declination of compensation.

The obligations of the claimant, the expiry of the right to compensation, and the obligations of the insurer are described under section 11, "Claims handling", of the General terms and conditions.

### 8.2 Calculation of the amount of compensation

The purpose of the insurance is to cover actual losses, and therefore the age of the property is taken into account in the assessment of the amount of the damage. The amount of the compensable damage shall be calculated on the basis of the following depreciation scales:

- The acquisition price of an equivalent item shall be compensated in full during the first year of use and during the following calendar year. In the following calendar year, the compensation shall be 90%, and in each of the following years 80%, 70%, 60%, 50%, 40%, 30%, 20%, 10%, and 0%, respectively. With regard to valuables, the effects of age, usage, reduction in useful life or any other such considerations on the value of the goods shall be taken into account in determining their value.

- If the damaged luggage is repairable, the amount of the damage shall equal the repair costs as noted on the repair receipt, up to the maximum equalling the market value of the luggage less depreciation. LocalTapiola shall have the right to have the goods repaired or replaced with equivalent goods in lieu of a cash payment.
- Acts on taxation, such as value added tax, shall be taken into account in calculating the amount of damage.

Compensation may be reduced in the event that the insured should have contributed to the damage through negligence or have failed to observe the precautionary guidelines. Compensation may be denied also in the event that the insured or any other party entitled to compensation should have caused the damage wilfully. Compensation may be denied or reduced also in other events set out under sections 2.2, 5.2, 6 and 7 of the General terms and conditions.

## Personal liability travel insurance

In accordance with these terms and conditions and the General terms and conditions, in relation to matters subject to compensation under the insurance, the objective of the liability insurance is to

- determine the basis and the amount of any claim presented to the insured,
- cover any personal injury or property loss caused to another person for which the insured shall be liable under the law in force and
- manage legal proceedings in the event that the claim for compensation should become the subject of a court hearing.

## 9 Compensable insurance events and restrictions to compensability

### 9.1 Losses caused to another person

The insurance shall cover any personal injury or property loss caused to another person by the insured during a trip in the capacity of a private person that is established during the period of insurance and for which the insured is liable under applicable law.

Under applicable law, the starting point for covering losses is that each person is liable for losses that have been suffered by him/her. The insured may become liable for damages in the event that he/she should have caused the damage through negligence or is otherwise liable for the damages under applicable law.

### 9.2 Damage caused by a child

The insurance shall cover damage caused by a child who at the time of the accident could not have been held liable for damages on account of his/her age. The damage shall be compensated for in the same extent as if it were caused by a child who had reached the minimum age for assumption of liability for damages.

This rule shall not apply to damages in cases where another party is liable for them or to damages to the party responsible for the care of a child when the loss was incurred.

### 9.3 Damage caused by a dog

Irrespective of fault, the insurance shall cover any personal injury caused by a dog owned by the insured, as well as damage that the dog causes as result of a direct collision with a motor vehicle. However, the insurance does not cover damage that the dog's carer or a party other than the insured is liable for, or damage that is caused to the dog's carer or to a person living in the same household as the dog's carer.

### 9.4 Restrictions to compensability

#### Losses caused to self or an employee

The insurance shall not cover damage caused

- to the insured him/herself or another insured party or legal person of which the insured parties control more than half, or
- to an employee or equivalent of the insured, to the extent he/she is entitled to receive compensation under statutory accident or motor liability insurance.

#### Liability for damages on the basis of agreement

The insurance shall not cover losses insofar as the liability for compensation should be based upon an agreement, a warranty, or another obligation where such liability would not come about were it not for the commitment.

#### Knowledge of error

The insurance shall not cover damages resulting from an error or inaccuracy of which the insured was or should have been aware prior to the insurance coming into force.

#### Property in use

The insurance shall not cover damage to property that, at the time of the act or neglect leading to the loss, was in the possession of, on loan to, or otherwise in the use of the insured to his benefit.

Nonetheless, the insurance shall cover any liability for damages incurred by the insured as a result of unexpected damage to the structure or furnishings of rented or owned accommodation used by the insured during his journey.

#### Property subject to handling or under care

The insurance shall not cover damage to property that, at the time of the act or neglect leading to the loss, was

- under manufacture, installation or the repair of, or subject to any other process or service by;
- under storage by;
- given the nature and direct effects of the activity or act leading to the loss, subject to protection or damage prevention liability of; or
- otherwise under the care of the insured or a natural person or other entity acting on the behalf of the insured.

#### Traffic accident

The insurance shall not cover damage resulting from the use of a motor vehicle or engine-powered device in traffic subject to the Motor Insurance Act or any equivalent overseas act.

### Watercraft or aircraft

The insurance shall not cover damage caused

- by the use of a vessel or boat subject to registration or
- by the use of an aircraft for aviation where the policyholder should be held liable in his/her capacity as the owner, holder or user of the aircraft or as a person on assignment in the aircraft or employer thereof.

### Environmental damage and damage resulting from dampness and flooding

The insurance shall not cover damage caused

- by vibration, noise, heat, odour, light or any similar disturbance;
- by smoke, soot, dust, vapour, gas or pollution of air;
- by pollution or any other effect on soil, building structures, water supply, waters or groundwater;
- as a result of dampness; or
- by flooding caused by rain or melt water.

Nonetheless, the insurance shall cover damages resulting from a temporary event or circumstance caused by an inadvertent error or a sudden and unexpected fault or imperfection of a building or device.

### Employment and trade activities

The insurance shall not cover damages caused by the insured during employment by another or during independent professional, trade, or employment activity, nor shall it cover damages to property connected to the gainful employment of the insured.

### Intent, gross negligence and damages occurring in connection with a crime

The insurance shall not cover loss or damage caused in connection with the infliction of bodily harm or other crime, or a fight.

Compensation may be reduced or denied in the event that the insured should have caused the event of loss wilfully or through gross negligence, or while under the influence of alcohol or any other narcotic substance, where this has contributed materially to the occurrence or extent of the loss.

This condition shall not, however, apply to damages caused by a child under 12 years of age.

### Fines

The insurance shall not cover fines or any similar sanctions.

### Other liability insurance

The insurance shall not cover damage insofar as it is covered by other liability insurance of the insured.

## 10 Loss adjustment

### 10.1 Obligations of LocalTapiola

LocalTapiola shall examine whether the insured is liable for damages exceeding the deductible in relation to the reported accident covered by the insurance and shall negotiate compensation with the claimant.



In the event that LocalTapiola has informed the insured of its preparedness to settle the claim with the claimant and compensate the damages covered by this insurance contract in an amount up to the maximum compensation and the insured should not consent to this, LocalTapiola shall not be liable to pay greater compensation and shall have no further liability for costs incurred thereafter, nor to conduct any additional assessment of the matter.

## 10.2 Obligations of the insured

The insured must aim to ensure that the opportunity is reserved for LocalTapiola to assess the amount of damage and to contribute to a conciliatory settlement. If the insured settles the claim, enters into an agreement or approves a claim in respect of the damage, this shall not be binding upon LocalTapiola unless the grounds for and amount of the settlement are manifestly correct.

The insured shall be liable

- to participate in the settling of the claim at his/her own expense (see section 11.1 of the General terms and conditions),
- to present LocalTapiola with information and documents at his/her disposal that are relevant to the settlement of the claim, and
- to acquire or prepare the necessary clarifications and reports that are available to him/her at a reasonable cost.

In the event that the damage should lead to legal proceedings, the insured shall notify LocalTapiola thereof without delay. In the event of failure by the insured to advise LocalTapiola of such proceedings in advance, LocalTapiola shall not be liable to cover any expenses or costs arising from the legal proceedings.

## 11 Compensations

### 11.1 Compensation for damages

The insurance shall cover compensation for damages that the insured is liable to pay. The amount of the compensation shall be calculated in accordance with regulations and case law pertaining to compensation for damages.

### 11.2 Expenses relating to prevention of imminent losses

The insured shall be liable to seek to prevent and mitigate losses in the event of imminent and direct risk of occurrence of an event insured against (see section 6.2 of the General terms and conditions). This obligation shall apply only to actions that eliminate the direct danger of losses to another; it shall not apply to further follow-up actions relating to the accident, unless such actions have been agreed upon with LocalTapiola. Expenses of such essential actions shall be subject to compensation under the insurance.

### 11.3 Expenses relating to settlement and legal proceedings

The insurance shall cover reasonable and necessary expenses incurred in the settling of claims. However, the insurance shall not cover those expenses relating to the settlement of claims that the insured is liable to pay him/herself under the terms and conditions of insurance or that have not been agreed upon separately with LocalTapiola.

If a dispute over damages is taken to court and the grounds for the claim are evidently related to damages covered by the insurance, LocalTapiola shall manage the legal proceedings on behalf of the insured and pay for the direct and reasonable legal expenses involved. It is a further condition for compensation of any legal expenses that LocalTapiola may appoint a lawyer to represent the insured. Should any other matters be the subject of legal proceedings, the insurance shall cover only that proportion of the expenses that relates to the claim covered by the insurance.

Compensation for legal costs and expenses shall be payable in accordance with the provisions pertaining to legal expenses of the Code of Judicial Procedure and the Criminal Procedure Act. The value of the benefit under dispute, the complexity and scope of the case, and the amount and quality of services provided shall be taken into account in assessing the reasonability of the fee and expenses.

### 11.4 Amount of indemnity

The maximum total compensation paid per one trip, including settlement and legal expenses, shall not exceed the insured sum endorsed in the policy document. Expenses relating to prevention shall be covered in accordance with section 6.2 of the General terms and conditions.

Any losses arising from a single event or set of circumstances shall be regarded as a single event of loss regardless of whether the losses have been discovered in a single or several insurance periods. In the event that such losses should be discovered during different insurance periods, they shall be deemed to concern the insurance period during which the first loss was discovered.

#### 11.4.1 Deductible

With each occurrence of an event insured against, the insured shall be liable for a deductible defined in the policy.

### 11.5 Joint liability

In the event that several parties should be jointly liable for the same loss, the insurance shall cover only the proportion of the loss corresponding to the blame attributable to the insured and the possible benefit he/she has derived from the insured event. Subject to the above conditions, the insurance shall in the maximum cover a per-capita proportion of the aggregate loss.

#### **11.6 Settlement**

In the event that LocalTapiola has informed the insured of its readiness to settle the claim with the claimant and compensate the damages covered by this insurance contract within the limits of the insured sum and the insured should not consent to this, LocalTapiola shall have no further liability for costs incurred thereafter, nor liability to conduct any additional assessment of the matter.

If the insured should settle the claim, or enter into an agreement in respect of the claim, this shall not be binding upon LocalTapiola unless the grounds for and amount of the settlement are manifestly correct.

#### **11.7 Value added tax**

Provisions concerning value added tax shall be taken into account in calculation of the amount of damage.

*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).

