

# General terms and conditions for corporate customers YS15

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These general terms and conditions shall be applied to the insurance contracts that refer to these terms and conditions.

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

Section references in brackets following a heading refer to the provisions in the Insurance Contracts Act that apply to the matters referred to by the heading.

The terms and conditions specified in the insurance contract are applied in the following order of priority:

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

## 1 Some core terminology

**Public corporation** refers to a social body, for example a municipality or a parish, whose operations are regulated by laws or decrees, and who cannot be considered consumers due to the scope of their operations.

**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.

**Consumer** refers to a person who procures consumer goods primarily for other purposes than the business activities he/she practices.

**Policyholder equivalent to a consumer** refers to a natural person or legal person that in terms of the nature and scope of its business or other activities or other circumstances can be compared to a consumer as a party to the contract signed with the insurer, pursuant to the Insurance Contracts Act. Housing companies and non-profit-making associations are now considered equivalent to a consumer as a party to the contract signed with the insurer.

**LocalTapiola** shall refer to LocalTapiola Mutual Insurance Company or LocalTapiola regional companies.

**Exclusion clause** is a condition in the insurance contract which specifies damage and loss not covered by the insurance or which otherwise restricts insurance cover.

**Precautionary guideline** (Section 31) shall refer 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 the occurrence of damage.

**The insured** (Section 2) shall refer to the party that is covered by the insurance policy under a non-life insurance.

**The insurer** (Section 2) is the insurance company that has entered into an insurance contract with the Policyholder. In this condition, the Insurer shall be referred to as LocalTapiola.

**The Policyholder** (Section 2) is the party that has entered into an insurance contract with the insurer.

**The insurance period** (Section 16) shall be the agreed period of validity of the insurance as indicated in the policy document. The insurance contract continues for one (1) agreed insurance period at a time, unless one of the contracting parties terminates the contract.

**An insurance contract** can consist of one or more insurances. The insurance contract contents (Section 6) are defined in the insurance policy and terms and conditions.

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

**Company** refers 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.

## 2 Provision of information prior to insurance contract

### 2.1 LocalTapiola's duty of disclosure (Section 5 and 9)

Before an insurance contract is concluded, the insurance company will provide the applicant with information on the types of insurance available, insurance premiums and insurance terms and conditions of such insurance policies as well as other information necessary for selecting an insurance policy that meets the insurance needs defined for the applicant. In provision of such information, attention shall be directed also to significant exclusions of insurance cover.

Additionally, in distance selling of insurance, the consumer shall be provided the advance information referred to in Section 6 a of the Consumer Protection Act. Distance selling shall refer to the selling of insurance on the telephone or online, amongst other methods.

#### 2.1.1 LocalTapiola's failure to fulfil duty of disclosure

##### 2.1.1.1 Insurances for policyholders equivalent to consumers

In the event that, in the course of marketing the insurance, LocalTapiola or its representative has failed to provide the policyholder with necessary information on the insurance or has provided false or misleading information, the insurance is deemed to apply with the conditions the policyholder has had reason to believe it would comprise on the basis of the information he was given.

##### 2.1.1.2 Insurances and services for companies and public corporations

If LocalTapiola or its representative has, when marketing the insurance, failed to provide the policyholder with necessary information on the insurance or has provided false or misleading information, LocalTapiola will correct the false information without delay when the error has been detected. The insurance contract is considered to be in force in accordance with the rectified information from the moment when the policyholder has been informed about the rectification.

### 2.2 Policyholder's and insured's duty of disclosure (Section 22, 23 and 34)

#### 2.2.1 Insurances for policyholders equivalent to consumers

Before the issuance of an insurance contract, the policyholder and the insured shall give true and complete answers to LocalTapiola's questions which may be of importance for the assessment of LocalTapiola's liability. The policyholder and the insured also, without undue delay, shall correct false

or inadequate information provided to LocalTapiola during the insurance period.

### **2.2.2 Insurances and services for companies and public corporations**

Herein, Policyholder refers to the insured as well as a representative of the policyholder or the insured.

Prior to the granting of insurance, the policyholder shall provide accurate and complete answers to LocalTapiola's questions as well as supply any other information that the policyholder understands or should have understood to be of importance for LocalTapiola in the assessment of its liabilities. The policyholder and the insured also, without undue delay, shall correct false or inadequate information provided to LocalTapiola during the insurance period.

### **2.3 Failure to fulfil duty of disclosure**

In the event that the policyholder or the insured should have acted fraudulently while fulfilling the above-mentioned obligation, the insurance contract shall not be binding upon LocalTapiola. LocalTapiola shall have the right to retain any premiums paid, even if the insurance coverage ceases.

If the policyholder or the insured has, either wilfully or through negligence which cannot be considered slight, failed to fulfil his/her duty of disclosure, compensation may be reduced or refused. The extent to which the matter relating to the false or incomplete information provided by the policyholder or the insured has affected the occurrence of damage is taken into account when considering whether compensation should be reduced or denied. In addition, premeditation on the part of the policyholder or the insured, or the quality of his negligence, and other circumstances shall be taken into account as well. If, due to the incorrect or inadequate information provided by the policyholder or the insured, the insurance premium has been set at a lower price than it would have been if correct and complete information had been provided, the relation of the agreed premium to the premium that would have been charged had the information been correct and complete shall be taken into consideration. An insignificant deviation between the provided information and the complete information shall not, however, create a right to reduce the compensation.

## **3 Commencement of LocalTapiola's liability and the validity of the insurance contract**

### **3.1 Commencement of LocalTapiola's liability (Section 11)**

Unless a different date has been individually agreed upon with the policyholder, LocalTapiola's liability shall commence once LocalTapiola or the policyholder sends or otherwise provides an approving reply to the offer made by the other party.

### **3.2 Insurance contract validity (Section 16)**

An insurance contract can be either fixed-term or permanent. Following the end of the first insurance period, the insurance contract shall apply for one (1) year at a time, unless the policyholder or insurer should terminate the contract. The insurance contract also may expire for other reasons, described below in items 4.2 and 15.

A fixed-term insurance contract shall be in force until the end of the agreed insurance period.

## **4 Premium**

### **4.1 Payment of insurance premiums (Section 38)**

A single contract or invoice can contain several insurances from the same insurance company or a different insurance company, and the respective premiums. In such a case, the combined payments shall be invoiced together in one or

more instalments, as laid out in the contract. An insurance premium paid under an insurance contract shall be divided among all insurances in the contract in the proportion of the paid sum and the charge in such a way that all permanent insurances shall be valid until the same date.

### **4.1.1 Insurances for policyholders equivalent to consumers**

The premium for an insurance must be paid within one month of LocalTapiola sending an invoice for the premium to the policyholder. However, the first payment need not be made prior to the commencement of LocalTapiola's liability, nor do later payments need be made before the commencement of the agreed insurance premium period or insurance period, unless the insurance terms and conditions state that making the payment is a precondition to the commencement of LocalTapiola's liability. If LocalTapiola's liability commences later in some respects, the premium relating to this part of the insurance need not be paid prior to the commencement of liability.

If the payment by the policyholder is not enough to cover all premium receivables of the insurance companies, the policyholder shall have the right to determine the insurance receivables towards which the payment is made. The policyholder's payment shall primarily be allocated using the reference information in the paid invoice, unless otherwise dictated in writing by the policyholder during the making of the payment.

### **4.1.2 Insurances and services for companies and public corporations**

The premium must be paid on the due date at the latest. In the event that the payment by the policyholder is not enough to cover all receivables of LocalTapiola, LocalTapiola has the right to determine the insurance receivables towards which the policyholder's payment is made.

### **4.2 Delay of insurance premium (Section 39)**

In the event that the policyholder has failed to make a payment of the insurance premium in due time as referred to in item 4.1 above, LocalTapiola shall be entitled to terminate the insurance, contract to expire 14 days after the notice of termination has been sent.

However, should the policyholder pay the insurance premium before the end of the notice period, the insurance contract shall not expire after the end of the notice period. LocalTapiola shall mention this option in the notice of termination.

In the event that the failure to pay the premium has resulted from financial difficulties into which the policyholder has fallen due to illness, unemployment, or any other special factor mainly no fault of his own, the insurance shall expire only 14 days after the obstacle has ceased to obtain, regardless of the termination. However, the insurance expires at the latest after three months as from the date the period of notice ended. The notice of termination shall contain a mention of this possible temporary continuation of insurance.

If the insurance premium is not paid within the period referred to in item 4.1 above, penalty interest shall be payable for the late payment in accordance with the Interest Act.

### **4.3 Payment of an overdue insurance premium (Section 42)**

In the event that the policyholder shall pay the non-life insurance premium after the expiry of the insurance, LocalTapiola's liability shall commence as of the day following the payment. The insurance policy shall then be in force from the date of its re-entry into force to the last day of the insurance period agreed originally.

However, should LocalTapiola not wish to re-grant the insurance that has expired, it the insurer shall notify the policyholder within 14 days of the payment of the premium that it shall not accept the payment.

#### **4.4 Premium after expiry of the contract (Section 45)**

##### **4.4.1 Calculating the premium**

In the event that the insurance expires before the agreed date, LocalTapiola shall be entitled to premiums only for the period of its liability. In such a case the premium shall be a proportion of the premium for the entire period, the proportion corresponding to the ratio of the actual insurance period and the agreed insurance period. However, LocalTapiola shall be entitled to recover from the premium of the entire insurance period the portion that corresponds to the risk of the actual insurance period.

##### **4.4.2 Compensation for insurance management**

If the policyholder terminates an insurance before the agreed insurance period ends, LocalTapiola shall, in addition to what is presented above, the right to collect a compensation for the costs of managing the insurance, the compensation being 10 % of the premium for the agreed insurance period, however at least EUR 10 and at most EUR 50.

##### **4.4.3 Insurance premium refund**

###### **4.4.3.1 Insurances for policyholders equivalent to consumers**

If the premium is already paid at the time the insurance has been paid, LocalTapiola shall refund to the policyholder the payment determined as above, and any portion of the payment exceeding the compensation for the management costs of the insurance. However, the premium shall not be refunded in the event of fraudulent action as referred to in item 2.2.

Overdue premiums that have not been paid and other overdue receivables may be deducted from the refund in accordance with general balancing conditions. However, if the total refundable amount is less than EUR 8, it is not refunded.

###### **4.4.3.2 Insurances and services for companies and public corporations**

If the premium is already paid at the time the insurance has been paid, LocalTapiola shall refund to the policyholder the payment determined as above, and any portion of the payment exceeding the compensation for the management costs of the insurance. However, the premium shall not be refunded in the event of fraudulent action as referred to in item 2.2.

Overdue premiums that have not been paid and other overdue receivables may be deducted from the refund in accordance with general balancing conditions. However, if the total refundable amount is less than EUR 50, it is not refunded.

An insurance-specific minimum premium is shall always be charged.

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.

#### **4.5 Balancing of premium and other receivables**

Overdue premiums and the insurance company's other undisputed overdue receivables from the recipient of refund may be deducted from the refund for all insurance companies that may be insurers in the same contract or same invoice.

## **5 Provision of information during validity of the contract**

### **5.1 LocalTapiola's duty of disclosure (Section 6, 7 and 9)**

Following the conclusion of the insurance contract, LocalTapiola gives the policyholder the insurance policy and the terms and conditions of insurance, unless given earlier or agreed otherwise. During the validity of the insurance contract, LocalTapiola shall send annually to the policyholder notice of the insured sum and other details of obvious relevance to the policyholder (annual report).

#### **5.1.1 Failure to fulfil duty of disclosure for insurances for policyholders equivalent to consumers**

In the event that LocalTapiola or its representative during the term of validity of the insurance has provided inadequate, false, or misleading information about the insurance, the insurance is deemed to be valid with the conditions the policyholder has had reason to believe it would comprise on the basis of the information he was given, should such inadequate, false, or misleading information be deemed to have influenced the actions of the policyholder. However, this shall not be applicable to information supplied by LocalTapiola or its representative concerning any future indemnity following and event of loss.

#### **5.1.2 Failure to fulfil duty of disclosure under insurances for companies and public corporations**

If LocalTapiola or a representative of LocalTapiola has, while the insurance is valid, given incomplete, false or misleading information about the insurance, LocalTapiola will correct the false information without delay when the error has been detected. The insurance contract is considered to be in force in accordance with the rectified information from the moment when the policyholder has been informed about the rectification.

### **5.2 Policyholder's obligation to provide information on increased risk (Section 26 and 34)**

#### **5.2.1 Insurances for policyholders equivalent to consumers**

The policyholder must notify LocalTapiola without delay of any significant change increasing the risk of injury during the insurance period in relation to circumstances reported at the signing of the insurance contract or in any other circumstance stated in the policy document that LocalTapiola cannot be deemed to have taken into account when signing the contract. The policyholder shall notify LocalTapiola of such changes no later than one month after the receipt of the annual report following the changes. LocalTapiola reminds the policyholder of this obligation in the annual report.

*In a property insurance, changes that increase the risk are, for example, altered purpose of use of the insured object, structural change to a vehicle, change of operating site or country.*

If the policyholder has wilfully or through negligence which cannot be considered slight failed to report the increased risk, compensation may be reduced or refused. The effect of the changed, risk-increasing circumstance on the occurrence of loss or damage is taken into account when considering whether compensation is to be reduced or refused. In addition, premeditation on the part of the policyholder, or the quality of his negligence, and other circumstances shall be taken into account.

If, due to the incorrect or inadequate information provided by the policyholder or the insured, the insurance premium has been set at a lower price than it would have been if correct and complete information had been provided, the relation of the agreed premium to the premium that would have been charged had the information been correct and



complete shall be taken into consideration. An insignificant deviation between the provided information and the complete information shall not, however, create a right to reduce the compensation.

### 5.2.2 Insurances and services for companies and public corporations

Herein, Policyholder refers to the insured as well as a representative of the policyholder or the insured.

The policyholder must immediately notify LocalTapiola of any significant change increasing the risk of injury during the insurance period in relation to information reported at the signing of the insurance contract or information entered in the policy document that LocalTapiola cannot be deemed to have taken into account when signing the insurance contract.

*In a property insurance, changes that increase the risk are, for example, altered purpose of use of the insured object, structural change to a vehicle, change of operating site or country.*

If the policyholder has wilfully or through negligence which cannot be considered slight failed to report the increased risk, compensation may be reduced or refused. The effect of the changed, risk-increasing circumstance on the occurrence of loss or damage is taken into account when considering whether compensation is to be reduced or refused. In addition, premeditation on the part of the policyholder, or the quality of his negligence, and other circumstances shall be taken into account. If, due to the incorrect or inadequate information provided by the policyholder or the insured, the insurance premium has been set at a lower price than it would have been if correct and complete information had been provided, the relation of the agreed premium to the premium that would have been charged had the information been correct and complete shall be taken into consideration. An insignificant deviation between the provided information and the complete information shall not, however, create a right to reduce the compensation.

## 6 Obligation to prevent and mitigate the occurrence of damage

### 6.1 Obligation to follow precautionary guidelines (Section 31 and 34)

The insured shall comply with the precautionary guidelines specified in the policy document, the terms and conditions of insurance or other written document. In the event that the policyholder – wilfully or through negligence that cannot be considered minor – has failed to follow the precautionary guidelines, the compensation payable to him may be reduced or denied. In considering whether the compensation should be reduced or denied, the extent to which the failure to follow the precautionary guidelines has affected the occurrence of damage must be taken into account. Other aspects that need to be considered are possible wilfulness and the nature of negligence on the part of the insured, as well as circumstances in general

When the policyholder of a liability insurance is a consumer or equivalent to a consumer, the compensation shall not be reduced or denied due to negligence of the insured. However, in the event that the policyholder – wilfully or through gross negligence – has failed to follow the precautionary guidelines, or the use of alcohol or any narcotic substance by the insured should have contributed to the negligence, the compensation may be reduced or denied.

In the event that the policyholder has failed to follow the precautionary guidelines through gross negligence, or the use of alcohol or any narcotic substance by the insured should have contributed to the negligence, LocalTapiola in any case shall pay compensation under the liability insur-

ance to the injured natural person to the extent to which he has not been able to collect through recovery proceedings or due to the insolvency of the insured as determined in bankruptcy proceedings.

### 6.2 Obligation to prevent and mitigate damage (obligation to salvage) (Section 32, 34 and 61)

When an insured event occurs or when there is an immediate threat of the occurrence of an insured event, the insured shall to the best of his/her ability have the injury, damage or loss prevented or restricted. Should the damage have been caused by an outsider, the insured must take necessary action to preserve LocalTapiola's rights in relation to the party who caused the damage.

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

In the event that the damage has been 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 LocalTapiola's interests so require. The insured in other respects as well must follow LocalTapiola's guidelines on the prevention and mitigation of damages. LocalTapiola shall cover the reasonable expenses resulting from the fulfilment of the above-mentioned obligation, even if the insured sum should be exceeded.

In liability insurance and interruption insurance for a company or public corporation, LocalTapiola's maximum liability to indemnify is the sum insured specified in the policy.

If the insured has wilfully or through negligence which cannot be considered slight neglected the duty of salvage referred to above, the compensation payable to him/her may be reduced or refused. In consideration of whether the compensation should be reduced or denied, the extent to which the neglect has affected the occurrence of the damage must be taken into account. Other aspects that need to be considered are possible wilfulness and the nature of negligence on the part of the insured, as well as circumstances in general.

When the policyholder of a liability insurance is a consumer or equivalent to a consumer, the compensation shall not be reduced or denied due to negligence of the insured. However, in the event that the insured – wilfully or through gross negligence – has failed to fulfil the obligation to salvage, or the use of alcohol or any narcotic substance by the insured should have contributed to the negligence, the compensation may be reduced or denied.

In the event that the insured through gross negligence has failed to fulfil the obligation to salvage, or the use of alcohol or any narcotic substance by the insured should have contributed to the negligence, LocalTapiola in any case shall pay compensation under the liability insurance to the injured natural person in the extent to which he has not been able to collect through recovery proceedings or due to the insolvency of the insured as determined in bankruptcy proceedings.

## 7 Causing of an insured event (Section 28, 30 and 34)

LocalTapiola shall be free of any liability toward the insured who wilfully has caused the event insured against.

If the insured has caused an insured event by gross negligence or if the insured's use of alcohol or intoxicant has contributed to the insured event, the compensation may be reduced or denied. When considering if the compensation should be reduced or denied, it shall be taken into account to what extent the insured's action has caused the damage or loss. Also, the insured's intent or the level of negligence as well as other circumstances shall be taken into account.

If the matter concerns a liability insurance, LocalTapiola shall, in spite of any reduction or denial of a compensation, nevertheless pay damages to a natural person who has sustained damages to cover the portion that the injured person has not been able to claim from the insured through recovery proceedings or due to the insolvency of the insured as determined in bankruptcy proceedings.

Motor vehicle insurance  
(Only applies to insurance contracts that include motor vehicle insurance)

If the insured has caused the occurrence of an insured event when driving a vehicle in a situation in which the alcohol content of his/her blood during the journey or after it was at least 1.2 per mille or he/she had at least 0.53 milligrams of alcohol per litre of air exhaled, or his/her capacity to perform the task was substantially impaired due to the effect of an intoxicating substance other than alcohol or the combined effect of such substance, the loss suffered by him/her will be compensated only in so far as other circumstances have contributed to the loss.

If the insured has caused the occurrence of an insured event when driving a vehicle in a situation in which the alcohol content of his/her blood during the journey or after it was at least 0.5 per mille or he/she had at least 0.22 milligrams of alcohol per litre of air exhaled, or his/her capacity to perform the task was impaired due to the effect of an intoxicating substance other than alcohol or the combined effect of such substance, the compensation may be reduced in proportion to the extent of the loss attributable to him/her.

## 8 Identification (Section 33)

What is set out above concerning the insured in cases involving an occurrence of an insured event caused wilfully or non-compliance with precautionary guidelines or failure to fulfil the duty of salvage also apply to a person

1. who, with the consent of the insured, is responsible for a motor-driven or towable vehicle, ship or aircraft covered by the insurance
2. who shares joint ownership of the insured property with the insured and uses it together with him or who lives in the same household as the insured and uses the insured property together with him.
3. When it comes to the following precautionary guidelines, the above-mentioned conditions regarding the insured shall be applied accordingly to a person whose task based on an employment relationship with the insured is to see that precautionary guidelines are followed.

## 9 Unaccountability and emergency (Section 36)

LocalTapiola shall not invoke items 6 and 7 above in an effort to be discharged from liability or to reduce its liability if the insured was younger than twelve years or in such a state of mind that he/she could not have been sentenced to punishment for a crime when he/she caused the occurrence of an insured event or failed to comply with precautionary guidelines or failed to fulfil the duty of salvage. LocalTapiola shall not invoke items 5, 6 and 7 above in an effort to be discharged from liability or to reduce its liability if the insured has, when causing an increase in risk or an occurrence of an insured event, or when neglecting precautionary guidelines or the duty of salvage, acted for the prevention of injury to person or damage to property under circumstances where such negligence or action was defensible. The above-mentioned conditions regarding the insured shall also be applicable to a person identifiable to the insured under item 8.

## 10 Indemnification procedure

### 10.1 Liabilities of claimant (Section 69 and 72)

The claimant shall, without undue delay, notify LocalTapiola or its representative of the damage so that inspections and other measures can be carried out.

The claimant shall provide LocalTapiola with the documents and information LocalTapiola needs to settle liabilities. These include, for example, documentation that can be used to determine whether an insured event has taken place, how extensive the resulting damage is and to whom the compensation shall be paid.

The claimant is liable to acquire the clarification that he or she has best access to, however, also taking into account LocalTapiola's possibilities to acquire the required clarification. LocalTapiola shall not be liable to provide compensation prior to receiving the above-mentioned documentation.

In the event that, after the event insured against, the claimant, with the intent of fraud, has supplied LocalTapiola with false or misleading information that is of importance in relation to the assessment of the event insured against and LocalTapiola's liability, compensation may be reduced or denied to the extent that is reasonable in the light of circumstances.

The insured shall, as far as possible, participate in the investigation of the damage and contribute to the discovery of the actual cause of the damage and the party who caused it. The insured may not leave the damage site, consume alcohol or narcotics after the damage or in any other way hamper the investigation of damage.

LocalTapiola shall be given the opportunity to inspect the damaged property before any measures are taken to repair or destroy it.

### 10.2 Expiration of Right to Compensation (Section 73)

Unless the product descriptions and terms and conditions specify a shorter period of expiry, the compensation claim must be submitted to LocalTapiola within one year of the day when the claimant found out about the validity of insurance, the insured event and the damaging consequences of the insured event. In any case, a compensation claim must be submitted within 10 years of the occurrence of the insured event or, if the insurance has been taken out in the event of obligation to pay damages, after the damaging consequences to the party suffering loss or damage. Notification of an event of loss is comparable with the submittal of a claim. Should the claim not be submitted within this time, the claimant shall forfeit his/her right to compensation.

### 10.3 LocalTapiola's obligations (Section 7, 9, 67, 68 and 70)

LocalTapiola shall provide the claimant, such as the insured, and, in situations referred to in item 16.4, in the event of liability insurance, to the person suffering loss or damage, with information about the content of the insurance and compensation application procedure after occurrence of the insured event. Possible advance information given about future compensation, the amount of compensation, or the method of payment of compensation to the claimant, shall have no effect on the obligation to pay under the insurance contract.

LocalTapiola shall pay the compensation or benefit due under an insurance contract on account of the occurrence of an insured event or notify the claimant that no compensation or benefit is paid, without delay and not later than one month from the receipt of the documents and information necessary to assess its liability. If the compensation amount is contested, LocalTapiola shall pay the undisputed portion of the compensation within the time period specified above.

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

LocalTapiola shall pay penalty interest on delayed compensation in accordance with the Interest Act (633/82). LocalTapiola shall not pay any other compensations due to delay.

#### 10.4 Balancing

Overdue premiums that have not been paid and other overdue receivables of LocalTapiola may be deducted from the compensation in accordance with general balancing conditions.

LocalTapiola has the right to deduct overdue premiums payable to LocalTapiola or any other company in the Group, as well as other overdue receivables, from the compensation or other receivables from LocalTapiola to the policyholder or a company belonging to the same group of companies as the policyholder. If the payment is to be made in several instalments, LocalTapiola has a right of offset against instalments that are not yet due. LocalTapiola has a right of offset even in the event that the damage or loss occurred after the policyholder was declared bankrupt but LocalTapiola's liability was still in effect.

### 11 Compensation

#### 11.1 Over-insurance and the principle of non-enrichment (Section 57)

The property or benefit is over-insured if the insured amount indicated in the policy document is considerably higher than the real value of the insured property of benefit.

##### 11.1.1 Insurances for policyholders equivalent to consumers

In the event that the insured amount is based essentially on the estimate of LocalTapiola or its representative, the compensation shall be payable in the amount of the over-insured sum, except where false or inadequate information provided wilfully by the policyholder should have affected the estimate.

##### 11.1.2 Insurances and services for companies and public corporations

LocalTapiola shall not provide greater compensation than is necessary to cover losses to the over-insured property or benefit that result from events insured against.

#### 11.2 Underinsurance (Section 58)

If the sum insured recorded in the policy document is significantly lower than the real value of the property or interest insured, the property or interest is underinsured.

If an underinsured property or interest is damaged or lost, LocalTapiola shall not pay compensation any higher than indicated by the relation between the sum insured and the real value of the property or interest. If, however, the sum insured is materially based on an assessment made by LocalTapiola or its representative, the compensation shall be paid for the amount of the damage sustained, yet no higher than the sum insured.

### 12 How to appeal against an insurer's decision (Section 8, 68 and 74)

The policyholder or the claimant have several ways of appealing against the insurance company's decision. He/she can contact the person handling the matter at LocalTapiola or submit an appeal against the decision to LocalTapiola's Customer Conciliation Office, ask for advice and guidance from the Finnish Financial Ombudsman Bureau or request a recommendation from the Finnish Financial Ombudsman Bureau. In addition, he/she has the right to initiate proceedings against LocalTapiola. Legal proceedings can be

initiated even if the matter is being processed by the Finnish Financial Ombudsman Bureau. However, these appeal bodies will not handle matters that have already been or are being tried before a court.

#### 12.1 Request for rectification and Customer Conciliation Office

If the policyholder or claimant suspects that there is an error in LocalTapiola's decision, he/she is entitled to receive further information about the grounds for the decision. If the decision is found to be incorrect, LocalTapiola will rectify it. If a customer is dissatisfied with the outcome of the request for rectification, he/she can contact the Customer Conciliation Office.

The Customer Conciliation Office is LocalTapiola's internal appeals body, handling matters relating to voluntary non-life insurance, life insurance and investment services.

The Customer Conciliation Office handles written appeals that are not pending in other appeal bodies. The appeal must be filed within three months of the customer receiving a written decision.

#### 12.2 The Finnish Financial Ombudsman Bureau (FINE)

If the policyholder or the claimant is dissatisfied with the insurance company's decision, he/she may ask for advice and guidance from the Finnish Financial Ombudsman Bureau.

The Finnish Financial Ombudsman Bureau is an independent body that provides advice to consumers, small entrepreneurs and related customers on matters relating to insurance and compensation.

The Finnish Financial Ombudsman Bureau (FINE) and the Insurance Complaints Board also give recommendations in relation to disputes concerning interpretation and application of the law and the insurance terms and conditions under an insurance contract.

The advisory services and recommendations are free of charge.

#### 12.3 District court

If the policyholder or the claimant does not accept LocalTapiola's decision, he/she may institute legal proceedings against LocalTapiola. Legal action may be taken either in the district court of a claimant's Finnish domicile or the insurance company's domicile or in the district court of the location of the damage, subject to Finland's international conventions. Such legal action against a decision by LocalTapiola must be taken within three (3) years of receipt of LocalTapiola's decision and this deadline being received in writing by the party concerned. After the end of the above period, the right to institute proceedings will cease. The term for the right to take action does not run during Board proceedings.

#### 12.4 Applicable Law

The insurance contract is subject to Finnish law.

### 13 LocalTapiola's right of recourse (Section 75)

#### 13.1 LocalTapiola's right of recourse against a third party

The insured's right to recover compensation for the loss or damage from a third party liable for damages is subrogated to LocalTapiola up to the amount LocalTapiola has paid in compensation. If a third party has caused the damage in the capacity of a private person, employee, official, or other person referred to in Chapter 3, Section 1 of the Damages Act, LocalTapiola has a right of recourse against the said person only if the person has caused the damage wilfully or through gross negligence, or under the law is liable to pay compensation for the damage regardless of his/her negligence.

LocalTapiola has the right to demand the amount of compensation from a third party also if he/she has caused the occurrence of an insured event when driving a vehicle in a situation in which the alcohol content of his/her blood during the journey or after it was at least 1.2 per mille or he/she had at least 0.53 milligrams of alcohol per litre of air exhaled, or his/her capacity to perform the task was substantially impaired due to the effect of an intoxicating substance other than alcohol or the combined effect of such substance.

### **13.2 LocalTapiola's right of recovery against the policyholder, the insured, or similar**

LocalTapiola shall have the right to demand refund of the compensation or a portion thereof paid to the insured referred to in item 16.1 from the policyholder, insured, or person identifiable with the insured in the meaning of item 8 who has caused the event insured against or neglected his obligation referred to in item 2.2 (i.e., the obligation to provide information), 5.2 (i.e., the obligation to provide information on increased risk), 6.1 (i.e., the obligation to follow precautionary guidelines) and 6.2 (i.e., the obligation to prevent and mitigate losses).

LocalTapiola may demand a full refund of the compensation on the basis of the right of recourse in the event that LocalTapiola should be free of liability or entitled to refuse compensation on grounds referred to in 2.2, 5.2, 6.1, 6.2, or 7. Should the compensation have been reduced in accordance with 2.2, 5.2, 6.1, 6.2, or 7, LocalTapiola may demand a refund commensurate with the reduction.

## **14 Revision of the insurance contract**

### **14.1 Alteration of terms and conditions of contract during the insurance period (Section 18)**

LocalTapiola is entitled to change the premiums payable and to amend any other terms or conditions of the insurance policy during an insurance period to meet the prevailing circumstances if

1. the policyholder or the insured has failed to fulfil his/her obligation to provide information as referred to in item 2.2; or
2. the circumstances reported to LocalTapiola by the policyholder or the insured for the signing of the insurance contract or any other circumstance endorsed in the policy document has changed in the meaning of item 5.2 during the insurance period.

After having become aware of the above-mentioned circumstance, LocalTapiola without undue delay shall send notification of how and from what point onward the premium or other terms and conditions of contract shall change. The notification shall contain a mention of the policyholder's right to terminate the insurance contract.

### **14.2 Amending the terms and conditions of the contract at the end of the insurance period (Section 19)**

#### **14.2.1 Insurances for policyholders equivalent to consumers**

A. Notification procedure:

In continuous insurances, LocalTapiola has the right to revise the insurance premium and terms and conditions of insurance and other terms and conditions of contract, at the change of insurance period of a non-life insurance policy and a personal insurance on the grounds of

1. new or amended legislation or instruction by a competent authority
2. unexpected change of circumstances, such as international crisis, extraordinary natural phenomenon, or catastrophe
3. change in an index (stated in the insurance policy) affecting the insurance

4. change in claims expenses of insurance

Furthermore, LocalTapiola shall be entitled to make minor amendments to the terms and conditions of insurance such as have no effect on the central content of the insurance contract.

If LocalTapiola makes amendments to the insurance contract as described above, LocalTapiola shall, in conjunction with the invoice for the insurance premium, send notification to the policyholder of how the premium or other terms and conditions of contract will change. The notification shall contain a mention of the policyholder's right to terminate the insurance contract. In non-life insurance, the change shall take effect as of the start of the insurance period that follows once one month has elapsed from the sending of the notification. Changes to the premium triggered by the bonus rules in the insurance agreement shall not be considered changes that this clause applies to.

#### **B. Changes requiring the termination of insurance**

Should LocalTapiola revise the terms and conditions of insurance, the insurance premium, or any other terms and conditions of contract in other cases than those mentioned above in item A, or should it withdraw a heavily marketed benefit from the insurance, LocalTapiola must terminate the insurance contract so that it expires at the end of the insurance period. The termination shall be carried out in writing no later than one month before the closing of the insurance period.

### **14.2.2 Insurances and services for companies and public corporations**

At the end of the insurance period, LocalTapiola 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.

These changes will apply as of the beginning of the following insurance period. LocalTapiola must 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.

### **14.3 The effects of index on the premium and sum insured**

In index-linked insurances, LocalTapiola may change the premium and sum insured if the index specified in the policy changes.

## **15 Expiry of the insurance contract**

### **15.1 Policyholder's right to terminate insurance cover (Section 12)**

#### **15.1.1 Insurances for policyholders equivalent to consumers**

The policyholder is entitled to terminate an insurance contract at any time during the insurance period. Notice of such termination shall be given in writing. Any other termination attempt shall be invalid. In the event that the policyholder has not specified the time of expiry of the insurance, the insurance shall expire once the notice of termination has been sent to or filed with LocalTapiola. Notwithstanding this, there is no entitlement to terminate if the agreed validity of the insurance contract is shorter than 30 days.

#### **15.1.2 Insurances and services for companies and public corporations**

The policyholder may terminate a permanent insurance policy to expire at the closing of an insurance period. LocalTapiola must be notified about termination in writing. Any other



termination attempt shall be invalid. The written notice of termination must be sent to LocalTapiola 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.

## **15.2 LocalTapiola's right to terminate insurance during the insurance period (Section 15)**

### **15.2.1 Insurances for policyholders equivalent to consumers**

LocalTapiola is entitled to terminate the insurance contract of a non-life insurance during an insurance period if

1. the policyholder or the insured gave false or inadequate information before the insurance was granted and LocalTapiola would not have granted the insurance had it been aware of the true state of affairs;
2. circumstances reported to the insurer by the policyholder or the insured for the signing of the insurance contract or any other circumstance specified in the policy document has changed significantly during the insurance period, to an extent increasing the danger of damage, where LocalTapiola can be deemed not to have taken such change into account when signing the contract;
3. The insured has intentionally or by gross negligence failed to comply with precautionary guidelines;
4. the insured wilfully or through gross negligence has caused the event insured against; or
5. the insured, following the occurrence of the event insured against, has given LocalTapiola false or inadequate information that is of importance in relation to the assessment of LocalTapiola's liability.

After learning about a circumstance which justifies termination, LocalTapiola shall give written notice of the termination of the insurance without undue delay. In its notice of termination, the insurer shall indicate the reason for termination. The insurance expires one month after the date the notice of termination was sent. LocalTapiola's right to terminate the insurance due to non-payment of the insurance premium shall be determined in accordance with item 4.2.

### **15.2.2 Insurances and services for companies and public corporations**

LocalTapiola is entitled to terminate the insurance contract of a non-life insurance during an insurance period if

1. the policyholder or the insured gave false or inadequate information before the insurance was granted and LocalTapiola would not have granted the insurance had it been aware of the true state of affairs;
2. circumstances reported to LocalTapiola by the policyholder or the insured for the signing of the insurance contract or any other circumstance specified in the policy document has changed significantly during the insurance period, to an extent increasing the danger of damage, where LocalTapiola can be deemed not to have taken such change into account when signing the contract;
3. the policyholder or insured has wilfully or through gross negligence failed to follow the precautionary guidelines;
4. the policyholder or insured wilfully or through gross negligence has caused an insured event to occur; or
5. the policyholder or insured has, after the occurrence of an insured event, given LocalTapiola false or incomplete information that is of importance in assessing LocalTapiola's liability;
6. the policyholder has been found insolvent or is declared bankrupt.
7. damage covered under this insurance policy occurs.

In items 1 – 6, 'policyholder' refers to the insured as well as a representative of the policyholder or the insured. If LocalTapiola has the right to terminate an insurance, and the insurer exercises this right, it can at the same time terminate all other insurances of the policyholder. After learning about a circumstance which justifies termination, LocalTapiola shall give written notice of the termination of the insurance without undue delay. The insurance expires one month after the date the notice of termination was sent. LocalTapiola's right to terminate the insurance due to non-payment of the insurance premium shall be determined in accordance with item 4.2.

## **15.3 LocalTapiola's right to terminate insurance contract at the end of insurance period (Section 16)**

LocalTapiola is entitled to terminate an insurance for expiry at the closing of an insurance period. In its notice of termination, the insurer shall indicate the reason for termination. The termination shall be carried out in writing no later than one month before the closing of the insurance period.

## **15.4 Change of owner (Section 63)**

The insurance contract shall expire in the event that the insured property is legally transferred to a new owner other than the policyholder or his/her estate. 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. In the event that other insurance, e.g., liability, legal expense or interruption insurance, has been attached to the property insurance, such insurance shall expire immediately upon the property being transferred to a new owner.

## **15.5 Insurance expiring without notice of termination**

An insurance expires without notice of termination, when a vehicle

1. is finally excluded from the vehicle register
2. is reported to the vehicle register as decommissioned until further notice and the licence plates returned.

## **16 Rights of a third party**

### **16.1 Other insured parties in whose favour the property insurance applies (Section 62)**

In addition to what has otherwise been specified with regard to the insured in these terms and conditions of insurance, property insurance shall be in force for the benefit of the owner of the property concerned, any party who has purchased the property with reservation of title, any pledgee or holder of a lien on the property and any other party exposed to the risk that the property is lost or damaged.

### **16.2 Position of the insured after the occurrence of an event insured against (Section 65)**

LocalTapiola will refer to the failure of the policyholder or other insured party to fulfil the duty of disclosure (see 2.2) or to report an increase of risk (see 5.2) in order to reduce or refuse compensation to the insured referred to above only if the insured referred to in 16.1 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 shall be entitled to compensation payable in consequence of the event insured against. Notwithstanding this, the policyholder shall be entitled to conduct negotiations with LocalTapiola, binding on the insured, and to receive the compensation, unless the insured is named in the contract or the insured has announced that he/she asserts his/her right him/herself, or the claim is based on a mortgagee's right to receive compensation.

### **16.3 Privilege of receiving payment as compensation (Section 66)**

Where a property insurance policy is in force in favour of a person, who holds a lien on the property as security for a claim, the holder of the lien is entitled, even if his/her claim were not due for settlement, to receive compensation prior to the owner, unless the owner has repaired the damage or provided security for the repair of the damage. These terms and conditions shall be applicable accordingly in favour of a person who has the right to retain the property as a security for overdue receivables. The owner shall be entitled to receive payment as compensation before the person who has purchased the property on preservation of title terms. With regard to the right of the mortgagee to receive payment as compensation, the provisions pertaining to the right of the mortgagee to receive compensation shall apply.

### **16.4 Right of the injured person to receive compensation under liability insurance (Section 67)**

A person who has sustained bodily injury, property damage or financial loss is entitled under liability insurance to claim compensation in accordance with the insurance contract directly from LocalTapiola, if

1. taking out the insurance is statutory or based on an authoritative regulation
2. the insured has been declared bankrupt or is otherwise insolvent, or
3. the liability insurance has been mentioned in the marketing materials of the business operations of the insured. If a claim is made to LocalTapiola, LocalTapiola shall inform the insured of the claim without undue delay and offer the insured an opportunity to give further information on the occurrence of the insured event. The insured also shall be sent information about the future processing of the case. If LocalTapiola accepts a claim made by a person who has sustained bodily injury, property damage or financial loss, such acceptance is not binding on the insured.

### **16.5 Right of appeal of the injured person under liability insurance (Section 68)**

On account of LocalTapiola's decision, an injured person is entitled to turn to the Customer Conciliation Office, bring the matter before the Finnish Financial Ombudsman Bureau (FINE) or the Insurance Complaints Board or take legal action against LocalTapiola in accordance with section 12.

## **17 Processing of personal data**

LocalTapiola ensures the protection of our customers' privacy, and we process all personal data, in line with data protection legislation, insurance legislation, and good data management and data processing practice.

Personal data are processed in order to offer LocalTapiola's products and services and to take care of customer relationships. Data may also be used for purposes such as marketing to customers.

LocalTapiola utilises automated decision-making and profiling in tasks including the making of insurance decisions and claim settlement decisions and the targeting of marketing efforts. Every service making use of automated decision-making notifies of this in connection with that service.

Personal data are mainly obtained directly from customers, parties authorised by customers, public registers maintained by the authorities, and the credit register. Personal data are disclosed to third parties only with the customer's consent or under a legislative provision.

Into the insurance companies' common claims register, LocalTapiola registers data on the claims filed with us and in this connection checks what claims have been submitted to other insurance companies. The data in the claims register are used in claims handling to combat abuses targeting insurance companies. Into the insurance companies' common fraudulent claims register, LocalTapiola registers data on the criminal offences and the suspected criminal offences targeting the insurance activities in which LocalTapiola engages and checks the customer data available in the register. Data in the fraudulent claims register are used in claims handling and in the processing of insurance matters to combat crime targeting insurance companies.

Know Your Customer data and other personal data may be used in investigating, exposing and preventing money laundering and terrorist financing. In addition, data may be disclosed to the authorities to initiate investigations of money laundering and terrorist financing and of criminal offences committed to obtain any property or proceeds of crime subject to money laundering or terrorist financing.

LocalTapiola saves telephone calls and chat sessions with customers to verify that a call or a chat session has taken place and to ensure service quality.

Privacy statements have been compiled with respect to LocalTapiola's personal data files, providing information on the personal data processed in the data files, on the processing of these personal data, and on the data subject's rights. To read more about the privacy statements and how personal data are processed, visit LocalTapiola's website [lahitapiola.fi/henkilotietojenkasittely](https://lahitapiola.fi/henkilotietojenkasittely). Privacy statements are also available upon request by mail or via an email to [tietosuoja@lahitapiola.fi](mailto:tietosuoja@lahitapiola.fi).

## **18 Other regulations**

### **18.1 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.

### **18.2 Effects of force majeure on LocalTapiola's obligations**

If the fulfilment of an obligation in an insurance contract is prevented, made more difficult or delayed due to an impediment beyond the control (force majeure) of an insurance contract party, the party shall be released from the obligation to fulfil the contractual obligations and consequences thereof for the duration of the force majeure. A force majeure is considered to be a malfunction or interruption in telecommunications, a software malfunction or a power outage, industrial action, fire, act of God, action by an authority or other hindrance beyond the control of the party.

### **18.3 Embargo**

The insurance shall not be valid insofar as an embargo set by a decision or declaration of the United Nations (UN), European Union (EU) or the United States, or based on Finnish legislation, limits insurance operations and the validity of an insurance.

LocalTapiola shall not make a payment for any compensation if the payment of the compensation would violate economic sanctions applicable to an embargo set by a decision or declaration of the United Nations (UN), European Union (EU) or the United States, or based on Finnish legislation.

*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 Sydskusten - 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).

