

# Mastercard Platinum Credit Card travel insurance

DBFIN12-v04

Valid from 1 April 2022

In case of discrepancies, the Finnish version shall prevail.

This travel insurance contract is subject to the terms and conditions of the policy laid down herein and issued to the cardholder. The policyholder is Danske Bank A/S, Finland Branch (hereinafter Danske Bank) and the policy has been issued by Moderna Försäkringar, part of Trygg-Hansa Försäkring and branch of Tryg Forsikring A/S (hereinafter Tryg Forsikring). In addition to the terms and conditions presented herein, the policy is also subject to the General Terms and Conditions attached at the end of these terms and conditions.

## 1. The insured

The policy is valid for Danske Bank Mastercard Gold or Visa Gold credit card cardholders, who are under 80 years of age.

The policy is also valid for spouse or partner of the cardholder, who are under 80 years of age and children, grandchildren, stepchildren, adoptive children and foster children of the cardholder who are under 23 years and living together with the cardholder permanently in the same household. Children of the cardholder under 23 years living with the other parent are also considered as children in this policy. Family members mentioned above are insured when they travel together with the cardholder.

## 2. Validity of the policy

### 2.1 Purchase requirement

The policy is valid if the travel costs are paid at least 75% with the Danske Bank Mastercard Platinum. The validity of the policy requires that the payment of 75% is paid in its entirety with Danske Bank Mastercard Platinum.

### 2.2 Territorial validity of the policy

The policy is valid on trips abroad all over the world.

In Finland or in the insured's home country, the policy only covers accidental death and permanent disability due to an accident, starting from the time the insured leaves his/her residence, place of work or school for the airport or other

point of departure for a trip to a foreign destination, and the policy ends when the insured returns to his/her residence, place of work or school.

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

### 2.3 Period of validity

The policy is valid if the insured's Mastercard Platinum credit card is valid when the trip started and the trip lasts for a maximum of 90 days. If the trip lasts for an uninterrupted period longer than 90 days, the policy will expire 90 days from the date the trip started.

### 2.4 Validity of the policy in sports and some other activities

Compensation is not payable in cases where an insurance event was caused when the insured participated in:

- competitive sports or trainings for such sports,
- motor sports,
- scuba diving,
- climbing, such as mountaineering, rock and wall climbing,
- aviation sports, such as hang-gliding, paragliding, parachuting, bungee jumping,
- of f-piste skiing and speed skiing,
- combat and contact sports, such as boxing, wrestling, judo and karate,
- independent treks or expeditions abroad to mountains, jungles, deserts, wilderness areas or other un-inhabited areas,
- ocean sailing.

## 3. Beneficiaries

In the event of death, the beneficiary (ies) will be the insured's next-of-kin, unless the insured has notified Tryg Forsikring in writing of another beneficiary. In all other benefits the beneficiary is the insured person.

#### 4. Policy cover

The following benefits are included in this policy:

Type of benefit	Section	Sum insured (EUR)	Deductible
Medical expenses, travel-time illness or accident	5	Unlimited	-
Treatment expenses for dental medical expenses (acute toothache during the trip)	6	150	-
Travel Guard, emergency service when travelling 24/7/365	7	Included	-
Repatriation to home country due to travel-time illness or accident	8	Unlimited	-
Repatriation due to death	9	Unlimited	-
Travel expenses for a family member to visit the insured patient in hospital	10	Necessary and reasonable expenses for transportation, accommodation and food for one person up to 5 days	-
Accidental death, adults 18 years or older	11	50,000	-
Accidental death, children under 18 years	11	5,000	-
Permanent disability due to an accident (100%)	12	60,000	-
Trip cancellation	13	5,000	-
Trip interruption	14	5,000	-
Cover for delay - flight or other public conveyance	15	EUR 25/hour, up to EUR 500	4 hours delay
Loss of luggage	16	2,500	EUR 50
Loss of cash due to theft or robbery and losses due to misuse of bank-, credit- or payment card	16.3	420	-
Luggage delay - essential articles	16.6	1,000	4 hours delay
Legal expenses	17	10,000	-
Liability insurance cover	18	100,000	-

Each of the benefits in the table above applies to an individual insurance event per insured. Benefits, conditions and exclusions are defined in each section mentioned in the table above.

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

## 5. Travel-time illness and accident

If the insured suffers an acute illness or has an accident during the validity of the policy, indemnification is payable for expenses defined in these terms and conditions of this policy.

### 5.1 Definition of travel-time illness

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

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

The costs of immediate emergency treatment resulting from the unexpected worsening of an illness that the insured had contracted before the beginning of the trip are, however, covered for a maximum of seven (7) days from the start of illness, although other costs mentioned in the terms and conditions of the policy are not. The worsening of an illness for which tests or treatment were not completed by the start of a trip is not considered to be an unexpected worsening of an illness.

### 5.2 Definition of travel-time accident

A travel-time accident is a sudden, unexpected, external occurrence beyond the control of the insured that causes bodily injury and takes place during the trip and the insured has received medical treatment within 14 days from sustaining the injury.

An injury is also deemed to be caused by a travel-time accident if it occurs against the will of the insured during his/her trip and is the result of sudden physical exertion and movement, and the insured has received treatment for it from a physician within 14 days from sustaining the injury.

The following events occurring during a trip are also considered to be travel-time accidents: involuntary drowning, heat-stroke, sunstroke, frostbite, injury caused by a major fluctuation in air pressure, gas poisoning and poisoning caused by a substance consumed by the insured by mistake.

The following are not classified as travel-time accidents and compensation is not payable for:

- an injury due to an earlier illness or physical defect of the insured,
- an injury due to an accident caused by an existing illness or physical defect of the insured,
- dental damages due to biting and chewing even if there is an external cause,
- an injury due to surgery, medical treatment or other medical procedure, unless this has been carried out in treatment of an injury covered by this policy,
- suicide or attempted suicide,
- an injury due to the toxic effect of a medicine, alcohol or other substance taken for its intoxicant effect, or of substances taken as food,
- an injury due to an infection caused by bacteria or virus,
- infectious diseases caused by the bite or sting of an insect or a tick.

Provided that a sickness or any naturally occurring medical condition that is not related to the accident has contributed to the accidental death or injury, indemnification shall only be paid to the extent that can be considered as the direct result of the accident.

### 5.3 Indemnification of medical treatment expenses arising from travel-time illness or accident

The policy covers the expenses arising from travel-time illness and accidents as defined in sections 5.1 and 5.2 only insofar as these are not indemnified under the Finnish Health Insurance Act or some other act. The policy covers medical treatment expenses only insofar as these are not covered by foreign legislation on indemnity for traffic accidents or industrial accidents, under EU legislation or treaties concerning the European Economic Area or under bilateral agreements on social security.

Medical treatment expenses arising from travel-time illness are indemnified up to 90 days from the beginning of the treatment. Medical treatment expenses arising from an accident that occurred during the trip are indemnified until three (3) years have elapsed after the accident.

The policy only indemnifies against such expenses as would be payable by the insured himself/herself. If it becomes apparent that the expenses for which indemnity is sought are considerably in excess of a level considered reasonable and generally accepted and observed, Tryg Forsikring is entitled to reduce the amount of the indemnity in this respect. Tryg Forsikring reserves the right to recover any portion covered under applicable law upon payment of the medical treatment expenses.

#### 5.4 Medical expenses covered by the policy

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

Indemnifiable medical treatment expenses include:

- any expenses arising from necessary and urgent treatment or examination given or prescribed by a physician complying with generally accepted medical practice,
- medical care,
- hospital care,
- hospitalisation,
- costs of acquiring medication prescribed by a physician and sold with the permission of a pharmaceutical establishment, provided that the medication is prescribed for treatment in connection with the travel-time illness or accident indemnifiable under this insurance,
- any reasonable and necessary costs related to the transportation of the insured to the local physician or place of treatment at the destination,
- medical transport to the nearest hospital or institution where the insured can receive necessary medical treatment,
- physiotherapy, up to ten sessions per injury or illness.

Medical treatment expenses are not indemnifiable:

- if the illness or injury existed when ordering the trip or when the trip started,
- if the insured has rejected medical treatment of an illness/injury or medical treatment has been interrupted,

- if the medical treatment expenses have occurred due to the insured having an existing illness, a chronic illness, an infectious disease or an incurable illness,
- for treatment of AIDS or HIV or their consequences and sexually transmitted diseases or their consequences,
- for an injury due to the toxic effect of a medicine, alcohol or other substance taken for its intoxicating effect, or of substances taken as food,
- for the psychological consequences of an accident,
- for an illness caused by the bite or sting of an insect or tick or the consequences thereof,
- for a self-inflicted injury cause by the insured through his/her negligence,
- for stays at rehabilitation centre, spa or naturopathic institution, a nursing home or an institution treating alcohol or drug addictions,
- for continued treatment if the insured refuses repatriation when a physician approved by Tryg Forsikring has decided to repatriate the insured,
- if the insured travels abroad again after repatriation and this has not been agreed upon in writing with Tryg Forsikring,
- for other indirect consequences, such as telephone and interpretation costs and other similar costs.

#### 6. Treatment expenses for acute toothache

The cost of necessary treatment or examination given or prescribed by a dentist are indemnified up to the maximum sum insured defined in section 4 for acute toothache, if the ache started and the treatment was given at the destination during the trip.

#### 7. Services provided by emergency assistance company Falck Global Assistance

Falck Global Assistance is an emergency assistance company that provides assistance to the insured in serious medical emergencies.

The insured should only contact Falck Global Assistance in serious medical emergencies or when indemnification requires the prior approval of Falck Global Assistance before the treatment or other service can be arranged or commenced (sections 8, 9, 10 and 17).

The emergency assistance company is Falck Global Assistance, which provides services to our clients 24 hours a day in English, Finnish and Swedish. The emergency assistance

company arranges also direct billing with hospitals or repatriation to home country.

#### **8. Repatriation to home country due to travel-time illness or accident**

The policy covers medical transport of the insured arranged and arranged and approved by Falck Global Assistance to the insured's home country. Repatriation of the insured arranged by Falck Global Assistance must always be medically justifiable in accordance with the instructions of a physician approved by Tryg Forsikring.

Tryg Forsikring is entitled to demand the insured to be transported, at the expense of Tryg Forsikring, to home country for treatment if local treatment should be significantly more expensive than treatment of the same standard in the insured's home country.

#### **9. Repatriation due to death**

In case of death due to a travel-time illness or accident during the validity of this policy, Falck Global Assistance arranges the transportation of the dead body of the insured to home country and the policy covers necessary and reasonable costs for transportation of the dead body.

#### **10. Travel expenses for a family member to visit the insured patient in hospital**

The policy covers costs for transportation, accommodation and food for a round-trip arranged and approved by Falck Global Assistance to the travel destination by one (1) close family member of the insured at reasonable expense in order to visit the insured for no more than 5 days, if the insured has no next-of-kin present and cannot be transported to home country due to a travel-time illness or accident covered by this insurance and on medical advice needs to stay in hospital for at least 10 days.

#### **11. Accidental death**

The policy covers compensation to the insured's beneficiary as defined in section 4 in the event of accidental death.

Entitlement to death benefit will apply if an accidental injury leads to the death of the insured within one (1) year of the occurrence of the accident (the date of the incident). Indemnity paid to the insured for permanent disability arising from an accident will be deducted from the indemnity paid in the

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

#### **12. Permanent disability due to an accident**

The policy covers compensation as defined in section 4 in the event of permanent disability due to an accident.

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

The degree of disability thus caused is determined in accordance with decision 1649/2009 of the Finnish Ministry of Social Affairs and Health (MSAH). Injuries are divided into disability categories 1-20, with category 20 corresponding to full disability (100%). For full and permanent disability, an indemnity is payable equal to the sum defined in section 4. For partial and permanent disability, an indemnity is payable equal to as many twentieths of the sum insured as indicated by the disability category. If several parts of the body have been injured in a single accident, the maximum amount of compensation is the sum insured defined in section 4 (degree of disability 100%).

The insured is entitled to receive indemnity for permanent disability if an accident causes permanent disability of at least 10% (disability category 2).

Permanent disability is determined one (1) year after an accident, at the earliest. If the degree of disability is raised by at least two disability categories before three (3) years have elapsed since the indemnity for permanent disability was paid for the first time, a revised amount of indemnity will be paid corresponding to the rise in the disability category. A change in the degree of disability after the stated period will not affect the amount of indemnity paid.

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

### 13. Trip cancellation

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

Indemnification is also granted for cancellation expenses incurred from the necessary cancellation of a trip due to a significant, unexpected financial loss concerning the insured's property in his or her home country.

In the event of cancellation, the insurance covers travel and accommodation costs up to the sum insured. Travel and accommodation costs are considered to include travel costs to and from the destination and accommodation at the destination. The insurance does not cover other costs paid in advance before the trip.

Any remuneration or compensation that the insured is or would be entitled to from the tour operator or a transport company when the reason for the cancellation transpires is deducted from the indemnification.

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

#### 13.1 Exclusions applicable to trip cancellation

The cancellation of a trip is not covered if the reason for cancellation arose before the insurance policy began or before the trip was booked and paid for. The insurance policy is valid only if the illness or the injury was acute and unknown when booking the trip.

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

### 14. Trip interruption

The policy covers, up to the maximum sum insured defined in section 4, interruption of trip if it is caused by an acute, serious and unexpected illness, accident or death of the insured or his/her next-of-kin. The trip is considered interrupted if the insured has to return home or is hospitalised before the end of a trip. The necessity is assessed on medical grounds.

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

Untimely return of the insured is only indemnified if the care of the insured's illness or accident requires his/her return to home country on medical grounds.

In case a trip is interrupted, the policy covers:

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

If the trip is extended due to travel-time illness or accident, extra transport and accommodation expenses or other similar expenses are not covered. Costs arising from the repatriation of a transport vehicle are not covered if a trip is interrupted.

Indemnity for the same period is paid for only one reason, i.e. either for hospitalisation or for untimely return. The remuneration or compensation that the insured is entitled to from the transport company or the tour operator is deducted from the indemnity.



#### 14.1 Indemnities for travel days lost

Indemnity for travel days lost is payable for the duration of hospital treatment or due to untimely return to the insured who has been hospitalized during the trip due to a travel-time illness or accident covered by this policy or has interrupted his/her trip due to a reason defined in section 14.

As travel days lost, the policy indemnifies for the same percentage of the total costs of the immediate travel expenses paid before the start of the trip as the ratio of travel days lost to total travel days, but not in excess of the sum insured defined in section 4.

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

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

#### 15. Cover for delay of flight or other public conveyance

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

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

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

Public conveyance refers to the licensed transportation of passengers on regular routes. Chartered flights are considered to be public conveyance if the aircraft used was ordered by a travel agency or a tour operator.

#### 15.1 Exclusions applicable to delayed flight

The policy does not cover:

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

#### 16. Loss of luggage

##### 16.1 Luggage

The policy covers up to the maximum sum insured defined in section 4 against loss or damage of the insured's customary luggage or certain documents specified below which has been caused by a sudden, unforeseeable occurrence. Customary luggage means utility articles that the insured carries with him/her or that accompany the insured on the trip. Indemnifiable documents are passport, identification papers, driver's licence, automobile registration papers, and bank-, credit- and other payment cards. The sum indemnified for these documents is the cost of replacing them.

##### 16.2 Amount of indemnity

In indemnifying items in good condition and less than one (1) year old, the acquisition price of similar new property is used as the basis for calculating the indemnity. Otherwise the indemnity is determined using the value of the property at the time of the loss event, reducing the purchase price on the basis of the age of the item by 20% for each year. Repair costs verified with an invoice are not subject to any reduction.

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

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

### 16.3 Loss of money and losses due to misuse of bank-, credit- and payment cards

The policy covers, up to the maximum sum insured defined in section 4, loss of money due to theft or robbery during the trip and misuse of documents, bank-, credit- and payment cards due to theft or robbery.

Any remuneration or compensation that the insured is or would be entitled to from the credit card company or the bank are deducted from the indemnification. Notification to the credit card company or to the bank and police report shall be made immediately after it has become known that the documents and bank-, credit- or payment cards are lost.

### 16.4 Exclusions applicable to luggage cover

Luggage not covered by the policy:

- cash, cheques, tickets or purchase coupons (except of insurance events mentioned in section 16.3),
- eyeglasses or contact lenses, sunglasses, dental prostheses, hearing aids or other personal auxiliary devices,
- motor vehicles or motor-driven equipment, caravans or trailers, watercraft, aircraft, or parts and accessories of any of these,
- professional equipment, computer hardware, computer software, computer files or parts thereof, fax machines or photocopying machines, except of lap tops and similar equipment that the insured carries with him/her,
- manuscripts, collections or parts thereof,
- merchandise, samples, advertising material, commercial or educational films or tapes, photographs, drawings or program diskettes,
- animals and plants,
- household effects in transit or ordinary freight,
- goods and utility articles stored at the travel destination for more than three (3) months,
- windsurfing board including its sail,
- property rented or borrowed during the trip or damage caused thereto.

No indemnity is payable for:

- damage to luggage from using it,
- luggage which has disappeared or been mislaid,

- misuse of a means of payment, such as a credit- or ATM card (except of insurance events mentioned in section 16.3),
- cash or credit card or other means of payment which has been lost or mislaid,
- financial loss from unauthorised use of a mobile phone,
- any loss arising from the ordinary use of goods, or damage to goods caused by wear, chafing, scratching or insufficient protection,
- any loss arising from an action taken by the authorities,
- any loss arising from having goods repaired, cleaned or otherwise handled,
- any loss caused gradually by, for example, weather conditions or moisture,
- any loss caused by pressure waves created by a supersonic aircraft,
- any loss of or damage to bicycles, skis or other sports equipment incurred from their use,
- any loss of or damage to objects or property rented or borrowed during the trip.

The policy does not cover any loss indemnified under some special law, guarantee or other policy. Similarly, the policy does not cover a theft which has not been reported to the local police or, if this is not possible, to the transport company, tour operator or hotel within 24 hours.

### 16.5 Safety regulations and their purpose

The purpose of safety regulations is to prevent loss or damage and to reduce the extent of loss or damage. Failure to observe the safety regulations may result in the insurance company reducing the indemnity or refusing to pay it altogether.

#### 16.5.1 Public places

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

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



### 16.5.2 Storage in a residential or storage space

If an object or equipment which exceeds EUR 350 in value is kept in a hotel room, ship's cabin or other residential space, such object or equipment must be stored in a fixed and separately locked space, provided its use and size and the conditions so allow. No object or equipment worth over EUR 200 may be kept in a tent or shared accommodation, unless supervision is separately arranged.

### 16.5.3 Vehicles and comparable modes of transport

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

### 16.5.4 Other regulations

Instructions issued by the manufacturer, seller or importer of an object must be complied with. Instructions, including packaging instructions, issued by the carrier must be complied with. Any liquids or staining or corrosive substances must be transported separately and packed in such a way that they cannot stain other luggage. Fragile objects and theft-prone valuables must be carried as hand luggage in public conveyances.

### 16.6 Luggage delay - essential articles

The policy covers the costs arising from purchase or rent of essential articles up to the maximum sum insured defined in section 4, if the registered/checked-in luggage has not been distributed within more than four (4) hours of the arrival of the means of transport at the destination outside the home country.

Essential articles may include clothes and toiletries. The necessity of the acquired articles will be assessed in relation to the purpose of the trip.

A certificate of the luggage delay from the transport company and receipts for personal purchases or rented equipment must be obtained and retained. The transport company has the primary liability, and the insured must always first claim compensation from the transport company.

Indemnity is payable on condition that:

- the luggage has been checked in with an airline as accompanying luggage,

- the insured has taken reasonable steps to recover the luggage,
- delay in the transport of luggage has been reported to the transport company concerned immediately and the insured has provided a certificate of the delay in the transport of the luggage and a certificate of its return when presenting his/her claim,
- the essential articles has been purchased or rented before the return of the delayed luggage,
- the insured has the original receipt(s) for his/her purchases or for renting of essential articles.

### 16.6.1 Exclusions applicable to luggage delay

No indemnity is payable for delay in the case of:

- flights other than customarily registered charter or regular flights,
- luggage seized by customs or the authorities,
- a delay due to a strike or industrial action that the insured was aware of before setting off on the trip,
- a delay due to the imposition of a flight ban or other action by the aviation authorities or other authorities that the insured was aware of before setting off on the trip,
- luggage delayed when returning to home country.

### 17. Legal expenses

The policy covers, up to the maximum sum insured defined in section 4, legal consultation and assistance provided by Falck Global Assistance if the insured has been party to a traffic accident and has as a result been arrested.

Indemnification for services listed above requires that Falck Global Assistance has granted approval for the necessary measures taken before the service is arranged or begun. Falck Global Assistance is entitled to choose the procedure best suited for each event of loss.

### 18. Liability insurance cover

The policy covers, up to the maximum sum insured defined in section 4, material damage or bodily injury that the insured has caused to a third party through his/her act or negligence during the validity of the policy and which the insured is thereby, under current legislation, liable for. Tryg Forsikring will also investigate the grounds for and the amount of the claims presented to the insured and undertake the handling of any litigation.

### 18.1 Exclusions applicable to liability insurance

No indemnity is payable for:

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

No indemnity is payable for:

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

The indemnity may be reduced or disallowed in the cases mentioned in sections 2.3, 3.2 and 3.3 in general terms and conditions of this policy.

### 18.2 Indemnification against loss or damage

The policy covers losses up to the maximum sum insured defined in section 4. Loss or damage occurring in the same event or under the same conditions is considered to constitute a single loss event. Where several parties are jointly liable to make good a case of loss or damage, the policy indemnifies against that part of the loss or damage that corresponds to the culpability attributable to the insured and to any advantage he/she may have gained through the loss event. Otherwise, the policy indemnifies only the per capita share of the total loss.

### 18.3 Settlement of claims and trial

Tryg Forsikring will investigate the liability of the insured, negotiate with the claimant for a settlement and pays the indemnity for the loss or damage. The insured must provide

Tryg Forsikring with the opportunity to assess the extent of the loss or damage and to reach a settlement.

If a loss event results in legal action, the insured must immediately notify Tryg Forsikring thereof. Tryg Forsikring has the right to decide on any measures related to the legal action.

Tryg Forsikring may decide not to indemnify any costs arising from a legal action that the insured has not notified it off. If the insured compensates, agrees to compensate or accepts a demand to compensate loss or damage, this will not bind Tryg Forsikring unless the amount or grounds of the compensation are manifestly reasonable.

If Tryg Forsikring is ready to make a settlement with the party suffering the loss or damage but the insured is not, the company is not liable to indemnify any costs incurred thereafter or to make further investigations on the matter.

### 19. General policy exclusions applicable to all benefits covered under this policy

#### 19.1 War

Tryg Forsikring is not liable for any loss or damage caused by war, armed conflict, revolution, riot or use of military force.

#### 19.2 Terrorism

The policy does not cover loss caused by an act of terrorism.

'Act of terrorism' means the use of force or violence or the threat of such, intended to cause or resulting in property damage, personal injury or disturbance, or action which endangers human life or property when the action is directed against an individual, property or authority, and its expressed or otherwise obvious aim is the attainment of financial, ethnic, nationalist, political, racial, religious or other goals.

No indemnity is payable for any injury or death due to war or a terrorist act. Acts of terrorism also include acts, which the government concerned has proved or stated to be acts of terrorism. Robberies or other criminal acts whose aim is the perpetrator's personal good, and acts caused by personal relationships between the perpetrator(s) and victim(s) are not deemed acts of terrorism.

### 19.3 Nuclear damage, radioactive, biological and chemical materials

No indemnity is payable for loss or damage due to:

- a nuclear accident described in the Nuclear Liability Act, regardless of where the accident occurs,
- use of radioactive substances or emissions which either directly or indirectly result in a nuclear reaction, radioactive radiation or contamination,
- use, escape or release of poisonous biological or chemical substances which have been deliberately used in an act of terrorism.

### 19.4 Gross negligence

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

### 19.5 Other general exclusions applicable to all benefits covered under this policy

No indemnity is payable for loss or damage:

- for the insured's participation in violent industrial action, insurrection or other violent civil commotion in a public place,
- for an accident caused by the insured's participation in active military, police, militia, or peace-keeping operations or exercises for such operations,
- for an aviation accident if the insured is a member of the crew of the aircraft or performing duties related to the flight,
- caused by a landslide or avalanche,
- caused by criminal acts,
- caused by fighting, except in self-defence,
- for claims stemming from new laws or guidelines issued by customs or other authorities.

## 20. Claims procedure

### 20.1 Actions to be taken in the event of an incident

The claimant must provide Tryg Forsikring with the documents and information it needs to assess its liability. A travel loss report must be made electronically on the insurance company's website.

In the event of loss or damage, contact the insurance company, or in case of emergency, contact the emergency assistance company Falck Global Assistance.

### In the event of a claim, please contact:

#### Emergency assistance company:

Falck Global Assistance Finland Oy

No: +358 10 5463 300

[www.falckglobalassistance.fi](http://www.falckglobalassistance.fi)

(24 h service in Finnish, Swedish and English)

#### Insurance company:

Tryg Forsikring

No: +358 10 5463 300

E-mail: [info@tryg.fi](mailto:info@tryg.fi)

In cases that incur minor costs, the insured must first meet these costs himself/herself before subsequently applying for indemnity upon his/her return from the trip by presenting the original receipts.

A notice of the claim must be made in writing to Tryg Forsikring within a year after the claimant has become aware of the insurance, the insured event and the damage caused by the insured event. The claim shall in any case be made within ten years after the incurrence of the damage. If no claim for indemnity is made within this period, the claimant shall forfeit his/her right to indemnity.

### 20.2 Procedure for indemnification of medical treatment expenses

The claimant must pay medical treatment expenses himself/herself and apply for compensation under the Finnish Health Insurance Act. An application for compensation under the Health Insurance Act must be submitted to the Social Insurance Institution within six (6) months of payment of the medical treatment costs. The claimant must submit to Tryg Forsikring the original receipts for any compensation paid by the Social Insurance Institution and copies of any receipts submitted to the Social Insurance Institution by the claimant. Any receipts against which the claimant has not received compensation under the Sickness Insurance Act or any other act and which are then submitted to Tryg Forsikring must be original. If the entitlement to compensation under the Health Insurance Act has been cancelled, Tryg Forsikring will deduct from the indemnity the part that would have been paid under the Health Insurance Act.

### 20.3 Loss report

The loss report shall include at least:

- a brief description of the claim,
- travel ticket or other proof of the trip

- documents that travel costs are paid with Danske Bank Mastercard Gold or Visa Gold credit card

Medical expenses:

- physician's certificate, duly dated and signed, with an accurate description of the illness or injury
- original receipts for services, treatment and medication costs and prescriptions

Trip cancellation:

- physician's certificate, duly dated and signed, with an accurate description of the illness or injury or other certificate,
- a certificate of any remuneration or compensation from the transport company or tour operator,
- in case of death, death certificate,

Trip delay:

- a certificate from the transport company concerning the delay,
- original receipts and a statement concerning food and accommodation costs,

Trip interruption:

- physician's certificate, duly dated and signed, with an accurate description of the illness or injury or other certificate,
- a certificate of additional costs,
- in case of death, death certificate,

Accidental death:

- in the event of death, a death certificate, the record of an autopsy, if any, and documents defining the beneficiaries (e.g. deed of estate inventory, extract from the personal register giving details of relatives)
- police investigation report, if any,

Permanent Disability due to an accident:

- in the event of an accident, a description of the loss event and names and contact details of witnesses, if any,
- physician's certificate, duly dated and signed, with an accurate description of the injury,
- date of the examination carried out by a physician and the physician's contact details.

Luggage cover:

- description of lost luggage,
- a copy of the claim form presented to the carrier and/or theft report presented to the police,
- in the event of delayed luggage, a certificate issued by the airline and a certificate of the return of the luggage to the insured,
- original receipts of costs for or renting of essential articles

Legal expenses:

Contact Tryg Forsikring or Falck Global Assistance,

Liability cover:

Contact Tryg Forsikring or Falck Global Assistance.

If needed Tryg Forsikring will ask for additional documentation and attachments.

If Tryg Forsikring has asked the insured to submit to an medical examination carried out by a physician, Tryg Forsikring will indemnify the insured for the expenses arising from the examination. In the event of indemnity paid on the death of the insured, Tryg Forsikring is entitled to request that an autopsy be performed, of which the costs will be paid by Tryg Forsikring.

#### 20.4 Fraudulent information

If the insured makes fraudulent statements, withholds or conceals anything that may be of significance when assessing the claim, compensation shall not, as a rule, be paid.

#### 20.5 Force majeure

The policy shall not indemnify for any loss or damage due to war, war-like conditions, revolution, riots, strikes, lockouts or other similar events.

#### 20.6 Recommended procedures if the insured is not satisfied with claims handling

If the insured is not satisfied with the settlement decision, he/she should contact the claims handler. The claimant can also contact the Finnish Financial Ombudsman Bureau or the Consumer Complaint Board, which then provides settlement recommendations on the basis of the consumer protection legislation.

## General Terms of Contract – Group Travel Insurance

The general terms of contract are based on the Insurance Contracts Act [543/94]. The most relevant provisions applied to group insurance are presented below (Insurance Contracts Act, section 4). The regulations of the Insurance Contracts Act not presented in these general terms and conditions shall also be applied to this insurance contract.

### 1. Key concepts of group travel insurance

Insurer and supervisory authority:

The insurer is Moderna Försäkringar, part of Trygg-Hansa Försäkring, SE-106 26 Stockholm, Sweden, org.nr 516403-8662, branch of Tryg Forsikring A/S, CVR-no. 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark. Moderna Försäkringar is subject to supervision and regulation by the Danish Financial Authority (Finanstilsynet) and the Swedish Financial Authority (Finansinspektionen).

**The sum insured** is the maximum amount of indemnity entered in the table of benefits for this policy.

**Group travel insurance** is a type of insurance in which the cardholders are the insured persons and the policyholder is the bank that concluded the insurance contract with the insurer.

**The insurance event** is an event for which indemnity is paid according to the insurance policy.

**Essential articles** are articles that have been acquired when luggage is delayed, such as toiletries etc. The necessity of the acquired articles is assessed in relation to the purpose of the trip.

**Public conveyance** is the licensed transportation of passengers on regular routes with bus, train, plane or boat. Chartered flights are considered to be public conveyance if the aircraft used was ordered by a travel agency or a tour operator.

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

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

#### 2.1 Obligation to observe safety regulations

The insured shall observe the safety regulations stipulated in the terms and conditions of the insurance policy or otherwise provided in writing. If the insured has wilfully or through his/her own negligence failed to observe the safety regulations, the indemnity may be reduced or disallowed. The effect of the failure to observe the safety regulations on the occurrence of the loss is taken into account when considering whether to reduce or disallow the indemnity. Moreover, the insured's intent or type of negligence and any other circumstances shall be taken into account.

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

In the case of an insurance event or the immediate threat of one, the insured shall, according to his/her abilities, take the necessary action to prevent or limit the loss or damage. If the loss or damage is caused by an outside party, the insured shall take the necessary action to uphold Tryg Forsikring's right vis-à-vis the tortfeasor. The insured shall, for instance, attempt to establish the identity of the tortfeasor. If the loss or damage resulted from a punishable act, the insured shall, without delay, report this to the police and demand the perpetrator's conviction if the insurance company's interest so requires. The insured shall in other ways, too, observe all instructions given by Tryg Forsikring aimed at preventing and restricting loss or damage. Tryg Forsikring will indemnify for reasonable expenses caused by fulfilment of the above salvage obligation even if the sum insured would thus be exceeded.

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

Under liability insurance, the indemnity is not reduced or disallowed owing to negligence on the part of the insured. However, if the insured has wilfully or through gross negligence failed to observe the salvage obligation or if the insured's use of alcohol or other intoxicant has contributed to the negligence, the indemnity may be reduced or disallowed. If the insured has failed to observe the salvage obligation through gross negligence or if the insured's use of alcohol or

other intoxicant has contributed to the negligence, Tryg Forsikring will nevertheless pay from liability insurance the part of the indemnity which the natural person who has suffered the loss or damage has been unable to collect because of the insured's state of insolvency as authenticated by distraint or bankruptcy.

### 3. Causing an insurance event

#### 3.1 Personal insurance

##### 3.1.1 Insurance event caused by the insured

Tryg Forsikring is released from liability to any insured who has wilfully caused the insurance event. If the insured has caused the insurance event through gross negligence, Tryg Forsikring's liability may be reduced, depending on what is reasonable under the circumstances.

##### 3.1.2 Insurance event caused by a person entitled to indemnity

If a person other than the insured who is entitled to indemnity has wilfully caused the insurance event, Tryg Forsikring is released from liability to such party. If such a person has caused the insurance event through gross negligence or if he/she was at an age or in a state of mind which means that he/she could not be sentenced for a crime, the indemnity or part of the indemnity may be paid to him/her, but only if this is deemed reasonable considering the circumstances in which the insurance event was caused. If the insured has died, other parties entitled to indemnity shall be paid the part of the indemnity which is not paid to the person or persons who caused the insurance event.

#### 3.2 Non-life insurance

Tryg Forsikring is released from liability to any insured who has wilfully caused the insurance event. If the insured has caused the insurance event through gross negligence or if the insured's use of alcohol or some other intoxicant has contributed to the insurance event, the indemnity payable to him/her may be reduced or disallowed.

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

#### 3.3 Causing an insurance event covered by liability insurance

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

### 4. Identification in non-life insurance

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

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

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

### 5. Beneficiary clause in personal insurance

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

### 6. Indemnification procedure

#### 6.1 Obligations of a claimant

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

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



such documentation. Tryg Forsikring is not obliged to pay indemnity before it has acquired the mentioned documentation.

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

### 6.2 Limitation of right to obtain indemnity

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

### 6.3 Tryg Forsikring's obligations

After the occurrence of an insurance event, Tryg Forsikring shall provide the claimant, e.g. the insured and the beneficiary, with information on the contents of the insurance and the claim procedure. No advance information given to the claimant on the indemnity, the amount of indemnity or the method of payment will affect the payment obligation as stated in the insurance contract. Tryg Forsikring will pay the indemnity for the insurance event in accordance with the insurance contract or notify the claimant of non-payment of indemnity without delay and within 30 days of the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of the indemnity is disputed, Tryg Forsikring will nonetheless pay any undisputed part of the indemnity within the said period. Tryg Forsikring pays penalty interest on any delayed indemnity in accordance with the Finnish Interest Act.

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

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

### 7.1 Right to correct

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

### 7.2 Finnish Financial Ombudsman Bureau and boards issuing recommendations

If the claimant is dissatisfied with Tryg Forsikring's decision, he/she may ask the Finnish Financial Ombudsman Bureau for advice and counselling. The Office is an impartial body whose function is to advise consumers in insurance and indemnity matters.

Tryg Forsikring's decision can be submitted to the Insurance Board operating in conjunction with the Finnish Financial Ombudsman Bureau. The Board's function is to make recommendations for decisions in disputes which concern interpretation and application of the law and insurance terms and conditions in an insurance relationship. Tryg Forsikring's decision can also be submitted to the Consumer Complaint Board, which provides recommendations for decisions on the basis of consumer protection legislation. These boards will not handle a case while it is pending or when a ruling has been given in court. The counselling services and statements of the boards are free of charge.

### 7.3 District court

If the claimant is dissatisfied with Tryg Forsikring's decision, he/she may bring action against Tryg Forsikring. The action may be brought in the district court in the claimant's domicile in Finland, in the domicile of Tryg Forsikring or in the place of loss in Finland, unless otherwise prescribed by Finland's international agreements. Action against Tryg Forsikring's indemnity decision must be brought within three years of the claimant being informed in writing about Tryg Forsikring's decision and the time limit. After the time limit has expired, the right to bring action ceases.

## 8. Tryg Forsikring's right of recovery

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

The insured's right to claim from a third party the amount of indemnity paid to the insured by Tryg Forsikring, or in case of person insurance, indemnity for the costs and loss of assets caused by the illness or accident and paid to the insured by Tryg Forsikring, is transferred to Tryg Forsikring, if

the third party caused the insurance event wilfully or through gross negligence or is legally required to pay damages regardless of the nature of his/her negligence.

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

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

## **9. Termination of the insurance contract**

### **9.1 Tryg Forsikring's procedure of termination**

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

### **9.2 Notification of termination of group travel insurance**

If the group insurance is terminated due to measures taken by the insurer or the policyholder, the policyholder must notify the insured of the termination of the insurance. The insured's coverage is terminated one month after the date on which the notification was sent or the insured was notified of the termination of the insurance.

## **10. Applicable law**

In addition to the terms and conditions of this group insurance contract, this policy is governed by Finnish law.