

## Part A

# **Insured person**

- The insured person is a member/official of the Akava member union, more specifically the Tieteentekijät, and is therefore covered by the group insurance contract concluded between the member union and Chubb European Group SE, and fulfils the criteria listed below.

- An individual aged 18-67 who is permanently resident in Finland and covered by the Finnish Health Insurance Act. A person permanently resident in Finland is a person who stays in Finland for more than six (6) months in a calendar year. - A child or grandchild under the age of 20 travelling with the insured person.

#### Policyholder

The Policyholder is a member association of Akava, which has concluded a group insurance contract with Chubb European Group SE, branch in Finland, hereinafter referred to as Chubb. This group insurance contract contains information on the duration, scope and termination of the insurance. Termination of the group insurance contract means the automatic termination of the insurance for all insured persons.

The Insurer is Chubb European Group SE, a branch in Finland, hereinafter referred to as Chubb.

# Validity of the insurance

## Period of validity

The period of validity of the insurance is indicated in the policy. Annual travel insurance takes effect on the date shown in the policy. Annual travel insurance is valid for leisure trips of up to 45 consecutive days. The insurance covers an unlimited number of trips during the annual period of insurance, which consists of 12 months calculated from the number of days per year. The insurance is subject to the insured returning to Finland between two trips if the combined duration of the trips is longer than 45 days. **Area of validity** 

The insurance is valid for leisure trips to one or more destinations chosen by the insured person. In Finland, the insurance is valid for trips that include an overnight stay and are made outside the insured person's daily living environment and that extend over a distance of 50 km from the insured person's permanent home, workplace, place of study or leisure residence. The insurance is valid from the moment the insured person leaves his/her permanent home, place of work, place of study or leisure residence until the moment he/she returns to his/her permanent home, place of work, place of study or leisure residence. The insurance is not valid in the above places or during journeys between them.

Chubb European Group SE is a subsidiary of Chubb SE, the parent company listed on the NYSE in the USA. Accordingly, Chubb is subject to certain UK, European Union, EU Member States, UN and US laws, regulations, rulings and commercial and economic sanctions that may prevent it from providing insurance coverage or indemnification to certain persons or entities or from insuring certain types of business in, but not limited to, certain countries and territories, including Iran, Iraq, Syria, North Korea, North Sudan, Cuba and Crimea.

The insurance will not cover or indemnify you if such liability exposes Chubb (or any of its parent companies or direct or indirect holding companies) to any penalties or restrictions under applicable commercial laws. For the purposes of this paragraph, the penalties or restrictions referred to in this paragraph shall also include penalties or restrictions outside the territory of the policyholder where such penalties or restrictions are not inconsistent with the applicable laws of Chubb.

# Beneficiary

The beneficiary in the event of death is the insured's family, unless the insured has notified Chubb in writing of another beneficiary. If, for example, a spouse is to be the beneficiary

# Tieteentekijät **Travel Insurance**

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of the insurance, this must be indicated in a separate beneficiary designation. For other types of cover, the beneficiary is the insured.

## Contents of the insurance

The insurance includes the following types of cover:

Benefit		Benefit amount €	Deductible
Medical expenses due to travel accident or sickness	6.0	No upper limit with domestic traveling 250 000 %	-
Acute dental care	6.4	250€	-
SOS International travel emergency service 24/7/365	7.0	Included	
Repatriation due to accident or sickness	8.0	No upper limit	-
Repatriation of the deceased	9.0	No upper limit	-
Travel expenses for a close relative of an insured person who is hospitalised	10.0	Reasonable costs	-
Death caused by an accident  Accidental death of children under the age of 18	11.0	20 000 €	-
Permanent Disability caused by travel accident	12.0	max 20 000 €	-
Trip cancellation	13.0	max 5 000 €	-
Trip interruption	14.0	max 5 000 €	-
Lost travel days	14.1	max 5 000 €	-
Missed departure	15.0	max 500 €	-
Late departure	16.0	max 25 € / hour max 500 €	-
Luggage	17.0 17.1 17.2	max 1200 €	-
Lost documents	17.1	max 250 €	50 €
Baggage delays, essentials	17.5	68 € / day max 340 €	-
Legal expences	18.0	max 85 000 €	-
Liability	18.0	max 85 000 €	50 €

The amounts shown in the table represent the maximum amount of cover per insured person for a single insured event. The types of cover, their coverage and limitations are further defined in the clauses mentioned in the table. Any other or parallel Chubb travel insurance policies that include travel insurance cover will not be eligible for multiple cover.

# Illness and accident during the trip

In the event of illness or accident during the trip, the compensation will be paid as stated in the policy conditions.

# **Definition of travel sickness**

A travel sickness is an acute illness requiring medical treatment that has begun or whose initial symptoms have appeared during the trip or which, according to medical knowledge, is considered to have begun during the trip and for which medical treatment has been initiated during the trip or within two (2) days of the end of the trip. In the case of a communicable disease with a longer incubation period, the two (2) day period does not apply. If medical treatment has not been initiated during the trip, the insured person must seek medical treatment within two (2) days of the end of the



trip. If the trip takes place in Finland, medical treatment will not be reimbursed if it is started after the end of the trip. An illness that the insured had before the start of the trip is not a travel illness within the meaning of the insurance conditions. In addition, an illness whose symptoms appeared before the start of the trip or for which examinations were incomplete before the start of the trip is not considered a travel illness, even if the illness is diagnosed during the trip. However, in the event of a sudden and unexpected aggravation during the trip of an illness that existed before the start of the trip, the costs of necessary emergency medical treatment will be reimbursed for a maximum of seven (7) days, but not the other costs mentioned in the insurance conditions. An unexpected aggravation of a disease for which examinations or treatment are pending at the start of the trip is not considered to be an unexpected aggravation of the disease.

#### 7.2 Definition of a travel accident

A travel accident is a sudden, external event causing bodily injury that occurs unexpectedly and involuntarily during the trip and for which medical treatment has been provided within fourteen (14) days of the accident. Injury caused by a sudden and involuntary exertion and movement of the insured person during the journey, for which medical treatment has been given within fourteen (14) days of the accident, is also considered to be caused by a travel accident. Drowning, heatstroke, sunstroke, frostbite, injury caused by a significant change in air pressure, gas poisoning and poisoning caused by a substance ingested by the insured person by mistake shall also be considered as travel accidents.

Injury or death is not considered to be a travel accident that has occurred:

- a previous illness or physical disability suffered by the insured person,
- an insured event caused by a pre-existing illness or bodily injury,
- biting a tooth or denture, even if the damage was caused by an external factor,
- surgical, therapeutic or other medical intervention, unless the intervention was carried out to treat an injury covered as a travel accident,
- · suicide or attempted suicide,
- poisoning caused by a drug, alcohol or substance used for narcotic purposes or ingested as food by the insured person,
- infection by a bacterium or virus,
- an infectious disease or illness caused by an insect or tick bite or sting.
- if the death or injury caused by the accident or its aggravation was caused by a disease or physical defect not related to the accident, compensation is paid only to the extent that the death or injury was caused by the accident.

# 7.3 Reimbursement of medical expenses for travel sickness and travel accident

The insurance covers medical expenses for travel sickness and travel accident as defined in clauses 6.1 and 6.2 to the extent that they are not covered by the Health Insurance Act or any other law. The insurance will only cover medical expenses to the extent that they are not covered under the legislation on compensation for traffic accidents or accidents at work, under EU legislation or agreements within the European Economic Area or under bilateral social security agreements. Medical expenses for travel sickness are reimbursed up to a maximum of ninety (90) days after the start of the treatment. Medical expenses for a travel accident are reimbursed up to a maximum of three (3) years after the start of the treatment. The insurance will only reimburse expenses that the insured person would have to pay for his/her treatment. If it is evident that the costs claimed for reimbursement significantly exceed the generally accepted and practised reasonable level, the insurer is entitled to reduce the amount of compensation in this respect. When paying medical expenses that are reimbursed under a law, the insurer also reserves the right to recover the proportion of the expenses that is reimbursed under the law. The maximum amount of compensation for medical expenses for an accident or illness occurring in Finland is EUR 250,000.

## 7.4 Reimbursable medical expenses

To be eligible for reimbursement of medical expenses, the examination or treatment of the illness or injury must be prescribed by a doctor. The doctor must be a qualified and registered doctor in the country concerned and must not be a relative of the insured person. In addition, the examinations and treatments must be in accordance with generally accepted medical opinion and necessary for the treatment of the illness or injury in question. The treatment must be provided in an establishment designated as a hospital by the authorities, which diagnoses and treats injured and sick persons using medical methods.

Reimbursable medical expenses include:

- the cost of necessary and indispensable examinations and treatment generally accepted in medicine, given or ordered by a doctor,
- · medical treatment,
- · hospitalisation,
- the cost of medicinal products prescribed by a doctor and sold under a prescription issued by the Medicines Agency for the treatment of an illness or accident covered by this insurance.
- reasonable and necessary travel expenses to a local doctor or medical facility in the destination,
- transport to the nearest hospital or care institution where the insured person can receive the treatment they need,
- the necessary costs of treatment or examination given or ordered by a dentist following an accident, and reasonable travel expenses,
- the necessary expenses for the repair or replacement of spectacles, up to a maximum of EUR 340, hearing aids, dentures and protective helmets which have been worn and damaged in the accident. Replacement spectacles must be purchased within 2 months of the accident,
- necessary telephone expenses for the replacement of the spectacles in the event of hospitalisation, up to a maximum of EUR 100.

# No reimbursement of medical expenses:

- if the illness or disability existed at the time the trip was booked or started,
- · if the trip is for treatment,
- if the trip is made despite a warning from the treating doctor,
- if the insured person has refused treatment for an illness or injury before the start of the trip or if treatment has been interrupted,
- if the insured person has a previously known illness, chronic illness, infectious disease or incurable illness and the costs of treatment are due to them,
- AIDS and HIV treatment and not the consequences of sexually transmitted diseases,
- if the injury is caused by poisoning by a drug, alcohol or intoxicating substance taken by the insured person or by a substance ingested as food,
- the psychological consequences of the accident,
- a disease or illness caused by the bite or sting of an insect or tick, and its consequences,
- self-inflicted injury caused intentionally or through negligence by the insured person,
- a stay in a rehabilitation, spa or care institution, a nursing home or an institution for people suffering from alcohol or drug addiction,
- for further treatment if the insured person refuses transport to the place of residence in cases where a local doctor approved by Chubb has decided to discharge the insured person,
- if the insured person goes back on a trip after repatriation without Chubb's written consent,
- prenatal examinations, pregnancy tests, abortion, sterilisation and related examinations,
- the birth or pregnancy consequences after the 28th week of pregnancy.



# 8.0 Services provided by SOS International, Chubb's travel emergency services company

SOS International is an emergency travel assistance company (hereinafter referred to as "emergency travel assistance company") that assists insured persons in seriousround the clock in case of emergency. If necessary, the emergency travel company will organise, for example, direct billing to a medical facility and medical transport home.

# 9.0 Repatriation to the place of residence due to travel sickness or travel accident

The insurance covers the transport of the insured person to his/her place of residence as a result of travel sickness or travel accident organised and approved in advance by the emergency travel service company. The repatriation must always be medically justified, in accordance with the instructions of a doctor approved by the travel emergency services company. However, the emergency travel company may require the insured person to be transported to the place of origin for treatment at the company's expense if local treatment would be significantly more expensive than similar treatment in the place of origin.

# 10.0 Transport of the deceased home

If the insured person dies as a result of travel sickness or a travel accident during the period of validity of the insurance, the necessary and reasonable costs of transporting the deceased home to his/her place of residence, organised and approved in advance by the emergency travel service company, will be reimbursed

# 11.0 Travel expenses of a close relative of an insured person who is hospitalised

The insurance covers the return journey of one close relative to a destination to visit the insured person. This is subject to the condition that the insured person's next of kin is not otherwise present and that the insured person cannot be transported to the place of residence for medical reasons and that the insured person stays in hospital for at least ten (10) days as a result of a travel illness or travel accident for which cover is provided. The trip is organised at reasonable cost by the emergency travel service company and may not exceed five (5) days. Reimbursement will be made up to a maximum of EUR 2.000.

# 12.0 Death due to travel accident

In the event of the accidental death of an insured person, a death grant as defined in point 5 is paid to the insured person's beneficiary. The death grant shall be paid provided that the travel accident results in the death of the insured person within one year of the date of the accident. Any compensation for permanent accidental injury paid to the insured person shall be deducted from the death grant if the death resulted from the same accident during travel for which compensation has been paid.

# 13.0 Permanent disability caused by a travel accident

The insurance will pay compensation for permanent damage caused to the insured person by a travel accident as defined in point 5. Permanent handicap means medically the estimated general harm caused to the insured person by the injury. Only the nature of the injury is taken into account when determining the disadvantage, not the individual circumstances of the insured person, such as a profession or hobbies. The amount of permanent damage is defined by the Decree of the Ministry of Social Affairs and Health on the classification of damage under the Accident Insurance Act. (1649/2009). Injuries are divided into impairment classes 1 to 20, with impairment class 20 corresponding to full impairment. The maximum compensation defined in point 5 is paid for full permanent impairment. For partial permanent injury, the amount of insurance payable is equal to the twentieth part of the amount of insurance indicated by the class of injury. Where several parts of the body are injured in the same accident, the maximum amount of compensation shall be equal to 100% of the degree of impairment as defined in point 5. Compensation shall be paid if the degree of permanent disability resulting

from the accident is at least 5% (degree of disability 1). Permanent impairment shall be determined at the earliest one (1) year after the travel accident. If, within three (3) years of the first lump-sum payment, the degree of impairment increases by at least two (2) degrees, an additional allowance corresponding to the increase in degree of impairment shall be paid. Any change in the degree of aggravation after this period shall not affect the amount of compensation. No compensation for permanent handicap shall be paid if the permanent handicap occurs more than three (3) years after the date of the travel accident.

# 14.0 Trip cancellation

The insurance covers cancellation of a trip for compelling reasons, i.e. cancellation of a trip caused by a sudden, serious and unexpected illness, accident or death of the insured person or his/her close relative. This must be assessed on medical grounds. Travel and accommodation expenses for cancelled trips are reimbursed up to the insured amount. Travel and accommodation expenses are travel expenses to and from the destination and accommodation costs in the destination. Other expenses paid before the trip will not be reimbursed. The reimbursement will be reduced by the amount of the credit or compensation which the insured person has received or would have been entitled to receive from the organiser at the time the reason for cancellation was given. The above mentioned close relatives are the insured person's spouse and unmarried partner living in the same household, child, adopted or foster child, child of the spouse or unmarried partner, grandchild, parents, parents-in-law, adoptive or grandparents, parents of the unmarried partner, siblings, stepsisters, daughter-in-law or son-in-law, or a travel partner with whom the insured person has booked a trip for two or more persons.

# 14.1 Restrictions on cancellation of a trip

The insurance will not cover cancellation of a trip if the reason for the cancellation occurred before the insurance or the booking of the trip. The insurance is only valid if the illness or injury is sudden and was not known at the time of booking the trip.

Cancellation of a trip will not be reimbursed if the sudden illness is caused by alcohol or drug abuse or the use of narcotic substances. Cancellation is not covered if it is caused by a law, regulation or order imposed by a governmental authority. Cancellation of the trip is not covered if it is due to a quarantine of a general nature or to a restriction of movement specifically imposed on the insured person. Travel arrangements must be suspended immediately when the insured person becomes aware that the journey cannot be made.

# 15.0 Trip interruption

The insurance covers travel interruption caused by the insured person's own fault or that of his/her close family member sudden, serious and unexpected illness, accident or death, up to the amount of cover indicated in point 5. The journey is interrupted if the insured person has to return home in the middle of the journey or is hospitalised during the journey as a result of a travel accident or illness. The necessity is assessed on medical grounds and must be approved in advance by the travel emergency service company. The above mentioned close relatives are the insured person's spouse and unmarried partner living in the same household, child, adopted or foster child, child of the spouse or unmarried partner, grandchild, parents, parents-in-law, adoptive or grandparents, parents of the unmarried partner, siblings, stepsisters, daughter-in-law or son-in-law or a travel partner with whom the insured person has booked a trip for two or more persons. The interruption of the insured person's journey will only be reimbursed if the insured person's travel illness or travel accident is of such a nature that the insured person's treatment on medical grounds requires a return to the place of residence.

# In the event of a trip interruption, the following will be paid:

the necessary additional travel and accommodation expenses, excluding food and board, incurred by the insured person on his/her return to his/her place of residence,



- the cost of services, excursions and trips in the destination paid for in advance by the insured person and not used during the trip.
- · compensation for travel days lost due to early return from a trip or hospitalisation. In the event of interrupted travel, additional travel and accommodation expenses and other similar expenses are not reimbursed if the trip is prolonged as a result of serious travel sickness or travel accident. Travel interruption is not reimbursed if it is caused by a law, regulation or order imposed by a governmental body. Travel interruption is not covered if it is caused by a general quarantine or by a restriction of mobility specifically imposed on the insured person. In the event of interruption of the journey, the costs of transporting the means of transport home are not reimbursed. For the same period, reimbursement will be paid only for hospitalisation or early return from a journey. The reimbursement will be reduced by any reimbursement or credit to which the insured person is entitled from the tour operator or transport company.

## 15.1 Compensation for lost travel days

Compensation for lost travel days is paid on the basis of hospitalisation or early return if the insured person has been hospitalised during the trip for an eligible illness or accident or has interrupted the trip for the reason mentioned in point 14. The amount of compensation for the days of travel lost shall be paid as a proportion of the total amount of the direct travel expenses paid before the start of the journey, up to the maximum amount of compensation referred to in point 5, in the ratio between the days of travel lost and the total number of days of travel. Direct travel costs mean transport and accommodation costs. Travel days are calculated in full 24-hour periods from the start of the journey. Lost travel days are calculated from the start of hospitalisation or interruption of the journey until the end of the hospitalisation or until the end of the journey at the latest. If the last full period so calculated is exceeded by 12 hours, this shall also count as one day. If the insured person loses three quarters of the total travel days, he shall be deemed to have lost all his travel days.

# 16.0 Late departure

The insurance will cover reasonable and necessary additional costs incurred as a result of a delay in departure, up to the maximum amount of cover specified in point 5. The insurance cover applies if the insured person is involuntarily and unexpectedly late for a journey by public transport or for a journey organised by a tour operator in accordance with the insured person's travel documents and the insured person is obliged to adhere to the timetable of the original travel plan. If the insured person uses his/her own means of transport to reach the departure terminal, compensation will only be paid if the insured person has had an accident requiring the assistance of a service provider.

Restrictions on late departure

# Compensation for late departure is not covered:

- · costs incurred as a result of the insured person arriving late for check-in at an airport or ferry terminal or missing a train, bus or other means of transport in accordance with the insured person's travel plan. If the insured person has checked in electronically, an exception applies, according to which the insurance does not cover the costs incurred if the insured person is late in leaving luggage to be checked in or if the insured person does not have time to go through security.
- costs incurred because the insured person has missed a connection because he/she has not respected the shortest possible transit time indicated by the carrier,
- · costs incurred because of the insured person's late arrival at the departure of the means of transport after the check-in / baggage drop-off or security check,
- · costs incurred because the insured person arrived late at the departure of the means of transport because he/she did not take reasonable travel time into account to reach the first check-in on time,
- the cost of transport in the event of a change of means of transport, reimbursed to the insured person by the organi-

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· costs reimbursed to the insured person by a travel agent, hotel, airline or other tour operator.

#### 17.0 Waiting allowance in the event of a delayed flight or other public transport

The insurance cover applies if the insured person has to wait more than four (4) hours for the flight or other means of public transport included in the original travel plan due to a delay or overbooking of the flight or other means of public transport. The necessary and reasonable subsistence and accommodation expenses, if any, up to the maximum amount of cover mentioned in point 5 will be reimbursed. The primary liability is the carrier, to whom the insured person must always first submit a claim. The reimbursement will be reduced by the amount of the credit or compensation to which the insured person is entitled from the organiser or the carrier. Shopping and overnight stays must be made at the time of the delay at the destination where the delay occurred. The insured person must obtain from the airline, carrier or tour operator a certificate of the delay and the reason for the delay. The claim must be accompanied by the original supporting documents and proof of reservations and confirmation of reservations. Public transport means the transport of passengers on regular routes subject to authorisation. Charter flights are public transport if the aircraft used for the flight has been ordered by a travel agency or tour operator.

# 17.1 Restrictions on the waiting allowance

# The insurance does not cover any waiting allowance:

- · for charter and scheduled flights other than those normally registered,
- · if the delay is due to the insured person not having checked in for the flight in accordance with the airline's instructions,
- · delay due to a strike or industrial action known before departure,
- · delay due to a flight ban or other action by aviation or other authorities that was known before departure.

# 18.0 Baggage insurance

# Baggage allowance

The insurance covers damage to or loss of ordinary luggage and the documents mentioned below, which the insured person has taken with him/her on the journey and acquired during the journey, due to a sudden and unforeseeable event, up to the amount insured under point 5. Ordinary luggage means the accompanying luggage and articles of daily use. The documents to be replaced are passport, identity card, driving license, vehicle registration certificate and bank, credit or debit card. For these documents, the cost of replacing the cards will be reimbursed (up to a maximum of €250).

# 18.2 Amount of compensation

The amount of compensation for goods in good condition that are less than one (1) year old is based on the purchase price of a new comparable item. Otherwise, the compensation shall be determined on the basis of the value of the goods at the time of the damage, with a deduction of 20% per year of age from the purchase price of the goods, based on the age of the object (goods). No deduction is made for the invoiced cost of repair. In the first instance, damaged goods are replaced by repair. If the object is insured under several policies for the same insured event, the total amount of compensation shall not exceed the amount of the damage suffered, less any deductibles. In the event of lost luggage, the cost of a stolen passport, visa, travel documents or accommodation will be reimbursed up to the amount insured as specified in point 5 (maximum €250). Any compensation previously paid to the insured for delayed baggage will be taken into account when calculating the amount insured.

# 18.3 Baggage restrictions

# Luggage does not count as baggage:

- · cash, cheques, travel tickets or receipts,
- · unpolished spectacles or sunglasses, contact lenses, dentures, hearing aids or other personal aids,
- motorised vehicles or equipment, caravans or other trailers, vessels or aircraft, or parts or accessories of any of the foregoing.



- professional tools, computer equipment, computer programs and files or parts thereof, fax machines and photocopiers, except portable computers and similar equipment,
- manuscripts, collections or parts thereof, merchandise, samples of merchandise, advertising material, commercial or educational films and tapes, photographs, drawings, or program discs.
- removal and freight goods,
- goods and supplies that have been stored in the destination for more than three (3) months,
- · a windsurfing board with sails,
- property hired or borrowed during the trip or damage caused to it.
- · animals and plants.

## The insurance does not cover damage caused by:

- that the glasses or sunglasses have been cleared to the car-
- damage to baggage caused by its normal use,
- · lost or forgotten luggage,
- · misuse of a payment instrument such as a credit card or ATM card,
- · losing or forgetting cash or a credit card or other means of payment,
- · financial losses related to the unauthorised use of your mobile phone,
- damage caused by normal use, abrasion, scratching or inadequate protection of the goods,
- · measures taken by public authorities,
- · the repair, cleaning or other handling of the object,
- · to the object gradually, for example due to weather conditions, humidity or a shock wave from a supersonic engine,
- bicycles, skis or other sports equipment when used for their intended purpose,
- property rented or borrowed during the trip.

The insurance will not cover theft that has not been reported to the local police within 24 hours or, if this is not possible, to the tour operator, transport company or hotel.

# 18.4 Protection guidelines and their importance

The purpose of the protection guidelines is to prevent damage and to reduce the amount of damage caused. Failure to comply with the protection guidelines may result in a reduction or total denial of compensation.

# 18.4.1 General locations

The insured person must not leave luggage unattended in public places such as transport stations, markets, restaurants, shops, hotel lobbies, beaches, sports grounds, public transport and public places of interest and visit. If bicycles, skis, snowboards or other sports equipment have to be left outside or in public areas unattended, they must be locked in racks or other suitable fixed installations provided for that purpose.

18.4.2 When stored in a hotel room, cabin or similar accommodation, objects and equipment with a value exceeding EUR 350 must be kept in a fixed, separately locked room, if the purpose, size and circumstances of the object so permit. Objects and equipment of a value exceeding EUR 200 shall not be kept in collective accommodation unless security is specifically provided for.

# 18.4.3 Vehicles and associated equipment

In a motor vehicle, caravan, boat or similar means of transport, property must be kept in a locked luggage compartment. A ski box, side or tank bag and a trailer, etc. are not such storage compartments. If luggage is stored in the luggage compartment of a station wagon or similar vehicle, it must be covered.

# 18.4.4 Other instructions

The instructions for use provided by the manufacturer, seller or importer of the article must be followed. The instructions and packaging instructions provided by the carrier must be followed. Liquids, staining and corrosive substances must be transported separately and packed in such a way that they cannot stain other luggage. Easily breakable objects and valuables that are vulnerable to theft should be carried as hand luggage on public transport.

# 18.5 Baggage Waiting Allowance

The insurance will cover the necessary and reasonable costs incurred for the purchase or hire of essential supplies for delayed baggage, up to the limit of the sum insured mentioned in point 5, if the checked-in/checked-out baggage are more than twelve (12) hours late for a trip. Essentials may include, but are not limited to, toiletries and clothing. The purpose of the trip will be taken into consideration when assessing the necessity of the supplies purchased. Reimbursement will be subject to a certificate of delay from the carrier and receipts for the purchase or rental of personal supplies. The primary responsibility lies with the carrier, to whom the insured person must always first submit a claim.

#### The conditions for the payment of compensation are that:

- · the baggage has been left with the airline for carriage as the next piece of baggage,
- the insured person has taken reasonable steps to recover the luggage.
- a report of delayed baggage must be made without delay to the nominated carrier and the carrier's certificate of the delayed baggage and the certificate of its return must be presented when claiming compensation,
- the purchase or hire of essential items must be made before the baggage is recovered,
- · there is an original receipt for the purchase and rental of essentials

# 18.5.1 Restrictions on waiting allowance

#### No waiting allowance is paid:

- · for charter flights other than those registered in the international reservation system,
- · delays caused by the seizure of baggage by customs or other authorities.
- · for delays caused by a strike or industrial action known before departure,
- · delay due to a flight ban or other action by aviation or other authorities that was known before departure,
- · when baggage is delayed on return to the place of origin.

# 19.0 Indemnity and legal expenses

Indemnity means that the insurance covers damage caused to property or to a person up to the amount specified in point 5 for which the insured is liable under the applicable law when the damage occurs during the period of validity of the insurance as a result of an act or omission of the insured. In addition, Chubb will determine the basis and amount of any claim made against the Insured and will conduct legal proceedings in the event of a claim being brought before a court. Limitations on liability for damages

# The insurance does not cover damage caused by:

- · the insured person himself or a member of his family or a member of his travelling companions,
- · assault, fighting or any other criminal offence or attempt to commit such an offence,
- property which, at the time of the act or omission which caused the loss or damage, is or was in the possession of the insured person, on loan or otherwise used for his benefit, such as rented property,
- possession or use of a motor vehicle, motor-driven device, registerable vessel or boat,
- · the spread of an infectious disease,
- · a fine or similar sanction.

# Insurance will not reimburse:

- · damage caused by the insured person in the course of his/ her professional, trade or gainful activity,
- · damage for which liability is based on a contract, commitment, promise or guarantee,
- · damage for which the insured is responsible as the owner or occupier of the property,
- · damage, to the extent that it is compensated for by the insured person's other the existing liability insurance.

# 19.2 Compensation for damage

The insurance will cover the damage caused up to the limit specified in point 5. Losses caused by the same event or circumstance shall be considered as a single occurrence. If several persons are jointly and severally liable for the damage, this insurance will cover a proportion of the amount of the in-



sured person's fault or benefit. Otherwise, the insurance will pay up to a maximum proportion of the total loss, depending on the number of persons liable.

19.3 Damage settlement and legal proceedings

Chubb determines whether the insured is liable, negotiates with the claimant and pays the compensation required for the claim. The insured must give Chubb the opportunity to assess the amount of the loss and reach an amicable settlement. In the event of a claim leading to legal proceedings, the insured must inform Chubb without delay. Chubb shall then be entitled to decide on the measures to be taken in connection with the legal proceedings. Chubb has the option not to reimburse the costs of the legal proceedings if the insured has not informed Chubb of the legal proceedings. If the insured indemnifies, settles or accepts the claim, Chubb is not bound by it unless the amount and basis of the indemnity is manifestly correct. If Chubb is prepared to settle with the injured party and the insured does not agree, the company is not liable for any costs incurred thereafter and will not make further enquiries.

# 20.0 General limitations for all types of compensation

# 20.1 **Sport**

The insurance will not pay compensation if the incident occurs in the following sports or activities:

- In competitive sport or in training,
- motor sports,
- depth diving with scuba equipment to more than 12 metres or unlicensed scuba diving without an instructor,
- climbing sports such as mountain, rock and wall climbing,
- · climbing sports such as mountain, rock and wall climbing,
- · a sport that involves punching or kicking,
- skiing outside the marked slopes, speed skiing or downhill skiing,
- self-guided expeditions or treks abroad to mountains, jungles, deserts, wilderness or other uninhabited areas,
- · ocean sailing.

#### 20.2 War, warlike conditions, sabotage, terrorism, revolution or civil unrest

The insurance does not cover incidents caused by war or warlike circumstances, sabotage, terrorism, revolution or social unrest. Nor does the insurance cover events resulting from the deliberate military neutralisation of the aforementioned events. The insurance is valid for a maximum of two weeks from the outbreak of the above events, regardless of the fact that the event takes place in the country where the insured is travelling and is not the country of origin of the insured.

# The insurance is not valid if:

- the insured person is travelling to a country where one of the above situations applies at the start of the journey; and
- the insured person is involved in the events; and
- an event involving the release of toxic biological or chemical agents, a nuclear release, a nuclear explosion or exposure to radioactive substances in connection with military activities or exposure to radioactive substances occurring while the insured person is working in a nuclear power plant.

# 20.3 Nuclear accident and radioactive, biological and chemical agents

The insurance will not pay compensation if an accident has occurred:

- a nuclear accident as described in the Nuclear Liability Act, regardless of where the nuclear accident occurred,
- the use or release of radioactive substances which directly or indirectly lead to a nuclear reaction, radioactive contamination or pollution,
- toxic biological or chemical agents proliferation, use or release intentionally used in an act of terrorism.

# 20.4 Gross negligence

If the insured has caused the insured event through gross negligence, Chubb's liability may be reduced as is reasonable under the circumstances.

# 20.5 Other restrictions applicable to all types of compensation

No compensation will be paid for an insured event that is caused by:

- participation in a riot or other violent public disturbance,
- the participation of the insured person in active military, police, militia or peacekeeping activities or exercises,
- an accident involving a member of the flight crew or a person performing a task connected with the flight,
- · an earthquake, landslide or avalanche,
- the insured person's involvement in criminal activities,
- the participation of the insured person in a fight, excluding self-defence
- the insured's claims arising from new laws and guidelines issued by customs or other authorities.
- restrictions imposed by a government body, institution, accommodation provider or tour operator due to a confirmed or suspected infectious disease. This does not apply to the reimbursement of medical expenses or the repatriation of the insured person.
- costs that should be reimbursed by the tour operator, airline, accommodation provider or other entity under the law on travel service combinations.
- if the purpose of the insured person's trip is to obtain cosmetic, medical or dental treatment,
- · if the insured person travels against the doctor's orders.

# 21.0 Compensation procedure

# 21.1 Measures in the event of damage

The claimant must provide Chubb with the documents and information necessary to establish the liability of the insurance company. If possible, the travel claim must be made on the insurance company's form, which must be signed. In the event of acute damage, the Chubb emergency travel service company must be contacted:

SOS International A/S Copenhagen, Denmark Tel: +45 70 10 50 50 www.sos.eu

In other cases, the damage is reported: Chubb European Group SE, branch office in Finland P.O. Box 687 (Museokatu 8) 00100 Helsinki Tel: +358 9 6861 5151 E-mail: vahingot@chubb.com

For other questions, please contact: Chubb Customer Service Chubb European Group SE, branch office in Finland P.O. Box 687 (Museokatu 8) 00100 Helsinki Tel: +358 9 6861 5151 E-mail: asiakaspalvelu@chubb.com

Claimants should handle minor cases themselves and apply for reimbursement on return from the trip against original supporting documents. The claim must be made in writing to Chubb within one (1) year of the date on which the claimant became aware of the validity of the insurance, the insured event and the loss or damage caused by the insured event. In any case, a claim for compensation must be submitted within ten (10) years of the occurrence of the loss or damage. If the claim is not made within this period, the claimant will lose his right to compensation.

# 21.2 Procedure for reimbursement of medical expenses

The claimant must pay the medical expenses and apply for reimbursement of the expenses from the Social Insurance Institution within six (6) months of the payment of the medical expenses. The original receipt from the Social Insurance Institution for the reimbursements paid by it and the receipts for which no reimbursement under the Health Insurance Act has been received or under any other law, must be submitted to Chubb as originals. In the event of loss of entitlement to



reimbursement under the Health Insurance Act, Chubb will deduct the portion of the reimbursement that would have been paid under the Health Insurance Act.

# Notification of damage

The notice of claim must contain at least the following information and attachments:

- · a brief description of the incident,
- a ticket or other proof of travel.

## Maintenance costs:

- · a duly dated and signed medical certificate giving a precise description of the illness or injury,
- · original receipts for the cost of care, medicines, services and prescriptions purchased.

# Trip cancellation:

- a duly dated and signed medical certificate giving a detailed description of the illness or disability or other certificate,
- · a certificate of reimbursement from the organiser or transport company,
  • in the event of death, a death certificate.

## Travel delays:

- a certificate of delay from the transport company,
- · original receipts for meal and accommodation costs.

# Trip interruption:

- a duly dated and signed medical certificate giving a detailed description of the illness or injury caused by the travel accident or other certificate,
- · original receipts for expenses incurred,
- · in the event of death, a death certificate.

# Accidental death:

- · death certificate and, if applicable, autopsy report, as well as documents identifying the beneficiaries (e.g. succession certificate, genealogy),
- · any police investigation report,

## Permanent disability caused by a travel accident:

- · a description of the incident and contact details of any witnesses.
- a duly dated and signed medical certificate giving a precise description of the injury, the date of the medical examination and the doctor's contact details.

# Baggage damage or waiting allowance:

- a description of the lost luggage,
- · a complaint to the tour operator, transport company or hotel and/or a complaint to the police,
- · in the event of delayed baggage, a certificate from the carrier and proof of return,
- original receipts for essential items purchased or hired,

# Liability damage:

· Contact Chubb or the emergency travel company.

If necessary, Chubb may also request additional information and attachments. If the insured person undergoes a medical examination at the request of the insurance company, the insurance company will reimburse the costs incurred by the insured person. In the event of death, Chubb has the right to require an autopsy, the cost of which will be borne by Chubb.

# Fraudulent information

If the insured person makes fraudulent statements or conceals information that would be relevant for compensation, no compensation will be paid.

# Force Majeure

Chubb shall not be liable for any loss or damage which may be caused by a delay in the settlement or payment of compensation in respect of an insured event due to war or political unrest, a decision of a public authority, existing or new legislation, industrial action, communications failure or any other cause beyond Chubb's control.

Taxation

Chubb is not liable for any taxes that may be imposed on the beneficiary as a result of receiving the compensation..

# 22.0 Termination of the insurance contract

- 22.1 Insurance cover will end on or before the date of termination of the group insurance contract when.
  - the insured person reaches the age of 68;
  - the insured person has been paid a benefit under this insur
  - at the end of the insurance period during which the insured person has permanently moved abroad:

- when the insured person has temporarily resided outside the Nordic countries for more than 12 months.

## 23.0 International sanctions

23.1 No (re)insurer shall/ be deemed to provide cover and be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose [the (re)insurer/ [insurer]], to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, [Finnish law] or United States of America..

- 24.0 Appeals24.1 The Chubb Claims Handler will provide, at the request of the Claimant, further information on the grounds for the decision and other relevant facts. The claimant may request a review by sending a free-form application to Chubb at the address below. A claimant who is dissatisfied with the decision of the review may ask the Chubb Claims Manager to review the case.
- 24.2 The Insurance Board and the Consumer Disputes Board give recommendations on insurance matters. This service is free of charge. The Insurance Board www.fine.fi, and the Consumer Disputes Board www.kuluttajariita.fi.
- 24.4 A person dissatisfied with Chubb's decision in an insurance matter may bring an action against Chubb at the District Court of Helsinki or at the District Court of the party's domicile in Finland. The action must be brought within 3 years after the party concerned has received written notification of Chubb's decision and of this deadline.



# Part B

#### General terms and conditions

#### Key concepts in travel insurance

**Amount insured:** the maximum amount of compensation according to the applicable schedule of types of compensation for each claim.

Insured event: the event which gives rise to the payment of compensation under the insurance.

Essentials: are items that are needed if your luggage is overdue, e.g. toiletries. The purpose of the trip is taken into account when assessing the necessity of the items purchased. **Public transport:** is the licensed carriage of passengers on regular routes. Charter flights are public transport if the aircraft used for the flight is chartered by a travel agency or tour operator.

Protection instruction: an obligation imposed in the policy conditions or otherwise in writing to comply with provisions intended to prevent or limit the occurrence of damage. **Doctor:** a person who is legally entitled to practise medicine.

#### Duty to prevent and limit damage 2.0

# Obligation to comply with protection instructions

The insured person must comply with the protection instructions given in the policy conditions or otherwise in writing. If the insured person has intentionally or negligently failed to comply with the protection instructions, the compensation payable to him/her may be reduced or refused. When considering whether to reduce the compensation or denied will take into account the role played by the failure to comply with the protection order in causing the damage. In addition, the nature of the insured's intent or negligence and the other circumstances must be taken into account.

Duty to prevent and limit damage (duty to rescue) In the event of an insured event or imminent threat thereof, the insured must take care to prevent or limit the damage to the best of his/her ability. If the damage is caused by an external caused by the insured, the insured must take the necessary steps to preserve Chubb's right to the cause of the damage. For example, the insured must endeavour to establish the identity of the person who caused the damage. If the damage was caused by a criminal act, the insured must inform the police authorities without delay and, if the interests of the insurer so require, take legal action to punish the perpetrators of the crime. The insured must otherwise follow the instructions given by Chubb to prevent and limit the damage. Chubb will reimburse the reasonable costs incurred in fulfilling the above-mentioned rescue obligation, even if the sum insured is thereby exceeded.

# Failure to comply with protection and rescue obligations in liability insurance

Under liability insurance, compensation will not be reduced or refused due to the negligence of the insured. However, if the insured has failed to comply with the protection instruction or to fulfil his/her rescue obligation intentionally or through gross negligence, or if the insured's alcohol or drug use contributed to the failure, compensation may be reduced or refused. However, if the insured has failed to comply with the instructions for protection or to fulfil his rescue obligations through gross negligence, or if the insured's alcohol or drug use has contributed to the failure, Chubb will pay the natural person who has suffered damage under liability insurance that part of the compensation which the latter has not been able to recover due to the insured's insolvency as a result of a levy of execution or bankruptcy.

# Causation of an insured event

# Personal insurance

- Insured Event caused by the Insured Chubb is not liable to the Insured who has intentionally caused the Insured Event. If the insured has caused the insured event through gross negligence, Chubb's liability may be reduced to the extent that is reasonable under the circumstances.
- 3.1.2 Insured event caused by a beneficiary If an insured event is caused intentionally by a beneficiary other than the insured, Chubb is not liable to him/her. If the insured event was caused by gross negligence or if the person was of such age or

state of mind that he could not have been convicted of a criminal offence, he may receive the benefit or part of it only if it is considered reasonable having regard to the circumstances in which the insured event occurred. If the insured person is dead, the other persons entitled to compensation shall be paid the part of the insurance benefit which is not paid in respect of the insured event to the originator or originators.

# Non-life insurance

Chubb is not liable to the insured person who has intentionally caused the insured event. If the insured event is caused by the gross negligence of the insured or if the insured's alcohol or drug use contributed to the insured event, the indemnity payable to the insured may be reduced or refused. When considering whether to reduce or refuse compensation in the above cases, account shall be taken of the role played by the insured person's actions in causing the loss. The nature of the insured person's intent or negligence and the other circum stances will also be taken into account.

Occurrence of an insured event in liability insurance However, if the insured person caused the insured event through gross negligence or if the insured person's use of alcohol or drugs contributed to the insured event, Chubb will pay under the liability insurance to the injured natural person that part of the compensation which the latter has not recovered due to the insured person's insolvency established in the enforcement proceedings or bankruptcy.

## **Identification in non-life insurance**

What has been said above about the insured person in relation to the causing of an insured event, the observance of protection instructions or the duty to rescue applies by analogy to the person,

- 1) who jointly owns and uses the insured property with the insured person; or;
- who lives in the same household as the insured person and 2) uses the insured property together with him/her. What has been said above about the insured person with regard to compliance with the protection rules applies by analogy to the person who, by virtue of his/her employment or service relationship with the policyholder, is responsible for ensuring compliance with the protection rules.

# Registration of personal data

We use personal information which you supply to us [or, where applicable, to your insurance broker] in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting. We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: www.chubb.com/nordic-en/footer/privacy-policy.html

#### **Compensation procedure** 6.0 Obligations of the claimant

# The claimant must follow the instructions for claiming com-

pensation in the terms and conditions of each personal and non-life insurance policy and submit the documents men tioned therein to Chubb.

The claimant must provide Chubb with the documents and information necessary to establish the liability of the insurance company. The claimant shall be obliged to obtain the best information available to him, taking into account Chubb's ability to obtain such information. Chubb shall not be obliged to pay compensation until it has obtained the aforementioned information.



If, after the insured event, the claimant has fraudulently provided Chubb with false or incomplete information relevant to the insured event and to the determination of Chubb's liability, the compensation may be reduced or refused as is reasonable under the circumstances. **Chubb's obligations** 

After an insured event, Chubb provides information to the claimant, such as the insured and the beneficiary, about the contents of the policy and the procedure for claiming compensation. Any advance information given to the claimant about the future claim, the amount of the claim or the method of payment of the claim does not affect the obligation to perform under the insurance contract. Chubb will pay the compensation due under the insurance contract for an insured event or notify you that no compensation will be paid, without delay and no later than 30 days after it has received the documents and information necessary to establish its liability. However, if the amount of the compensation is not in dispute, Chubb will pay the undisputed part of the compensation within the aforementioned time limit. Chubb shall pay interest on the overdue compensation at the rate provided for in the Interest Act.

# Chubb's right of recourse

Chubb's right of recourse against a third party

The insured person's right to claim from a third person the amount of compensation paid by Chubb to the insured person in the case of non-life insurance or compensation for expenses and loss of property caused by travel sickness or travel accident for which Chubb has compensated him/her in the case of personal insurance is transferred to the insurer if the third person caused the insured event intentionally or through gross negligence or is legally obliged to pay compensation regardless of negligence.

Chubb's right of recourse against the insured or a

person identified with the insured in the case of non-life insurance

Chubb may recover all or part of the compensation paid to another insured person from the insured person or a person related to the insured person who caused the insured event or failed to comply with the obligations under clauses 2.1 (obligation to comply with the protection instructions) and 2.2 (obligation to prevent and limit the damage). Chubb shall be entitled to recourse to the full amount of the compensation paid if Chubb would be exempt from liability or entitled to refuse compensation on the grounds set out in clauses 2.1, 2.2 and 3.2. If the compensation would have been reduced in accordance with clauses 2.1, 2.2 and 3.2, Chubb may claim back the part of the compensation corresponding to the reduction.