

Travel legal expenses insurance

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1 Purpose and validity of insurance

The purpose of the travel legal expenses insurance is to provide coverage in accordance with these terms and conditions and the general terms and conditions for necessary and reasonable legal expenses incurred by the insured in the use of legal assistance in disputes and criminal cases related to insured events as referred to in item 4.

The insurance covers insured events that occur during business trips or official journeys or leisure trips abroad, or insured events that are directly connected to them. The insurance is valid during leisure trips abroad or business trips and official journeys made by the insured for which the policyholder pays daily expenses allowance or other travelling expenses allowance and where the destination is at least 50 kilometres from the insured's dwelling, place of work or holiday home that is to be considered the normal living environment.

2 Insured

The insured are the policyholder's personnel or shop stewards who are permanently resident in Finland and who are travelling.

3 Courts of law

The insured may use the insurance in matters that can be directly brought before a district court in Finland or a corresponding foreign court of first instance.

The insurance shall not cover expenses related to matters that are handled by administrative authorities or in special courts, such as the County Administrative Board, Administrative Court, Insurance Court, Environmental Permit Authorities, or the Supreme Administrative Court. The insurance shall also not cover expenses related to matters that are handled by the European Court of Human Rights, the Court of Justice of the European Union or the Court of First Instance of the European Union.

4 Insured events

4.1 Definition of an insured event

An insured event subject to compensation in a disputed civil case refers to the arising of a dispute. A dispute arises when the grounds or amount of a demand are contested in cases where grounds or amounts have been specified.

An insured event subject to compensation in a criminal case refers to:

- denying the grounds for or the amount of the action for damages presented by the insured
- pressing charges or continuing prosecution against the insured after the public prosecutor has decided not to press charges or has withdrawn the charges. Charges have been

pressed when the office of the district court has taken receipt of a writ of summons from a claimant and prosecution has been continued when the claimant has notified the court of law in writing about pressing charges after the public prosecutor has withdrawn the charges.

4.2 Validity of the insurance

The following are considered a single occurrence of an insured event:

- two or more of the parties insured under this policy are on the same side in a disputed civil case or in a criminal case; or
- the insured has several disputed civil cases or criminal cases that are based on the same event, circumstance, legal act or violation of the law.

5 Exclusions in insured events

The insurance does not cover the insured's expenses in cases

- 1) there is no connection to the insured's official trip or leisure trip abroad.
- 2) the claim cannot be shown to be contested
- 3) there is minor importance to the insured
- 4) the persons insured under this policy are on different sides
- 5) the policyholder and the insured are on opposing sides
- 6) the matter is a charge against the insured by a public prosecutor or an action for damages that the claimant has presented against the accused insured while such a charge is pending. If the prosecutor has decided to drop the charges against the insured on the basis of special rules for the charges, the insured's legal expenses are not subject to compensation, even if the claimant demands that the insured be punished.
- 7) the action is for damages presented against the insured based on an act for which the insured has been sentenced to a punishment or for which charges have not been pressed or the sentence has been waived on the basis of special regulations
- 8) the case concerns an action for damages presented by the insured based on an act for which the insured has been sentenced to a punishment or for which charges have not been pressed or the sentence has been waived on the basis of special regulations
- 9) the matter is a claim for damages directed at the insured if the liability insurance covers the risk of damages
- 10) the costs incurred by the insured are subject

to compensation under the legal expenses insurance included in motor vehicle insurance

- 11) the matter concerns whether the expenses arising from the insured event reported by the insured shall be completely or partially compensable under this legal expenses insurance.

6 Actions after the occurrence of the insured event

- 1) If the insured wishes to use the insurance, he or she must notify LocalTapiola in advance before the legal expenses are incurred. After notifying LocalTapiola, the insured will receive a written claims decision from Tapiola.
- 2) The insured shall use an attorney at law or other lawyer as his or her legal representative. If the insured does not use a representative at all or uses a person who does not have a Bachelor of Laws degree or an equivalent foreign degree as his or her representative, no compensation shall be paid under the insurance.
- 3) In the trial and in the negotiations for settlement, the insured must demand full compensation for legal expenses from the opposing party. If the legal expense claim presented by the insured to the opposing party has been completely or partially dismissed by the court, the decision must be appealed if LocalTapiola so demands. If the insured fails to present an expenses claim and does not give a well-founded reason for this, abandons it without reason or refuses to appeal against the court's decision on legal expenses, the compensation may be reduced or denied in accordance with the Insurance Contracts Act. In dispute mediation procedures (court-annexed mediation), it is not necessary to demand compensation for the expenses incurred by the insured due to mediation.
- 4) The insured is not entitled to accept the amount of expenses incurred in handling the matter in a manner that is binding upon LocalTapiola. If the insured has paid his or her own legal expenses, the amount paid shall not be binding upon LocalTapiola when assessing whether the legal expenses are reasonable.

7 Indemnification regulations

7.1 Sum insured

The sum insured as indicated in the policy shall be the maximum amount of compensation possible

per insured event.

7.2 Deductible

The deductible stated in the insurance policy shall be deducted from the compensable expenses.

7.3 Compensable expenses

The insurance shall cover necessary and reasonable legal expenses incurred by the insured due to the insured event as follows:

7.3.1 Disputed civil cases

Expenses incurred due to using representation and testifying. When the matter has been handled in court-annexed mediation, the insurance shall also cover the insured's proportion of the fees and the expenses of the mediator's assistant, if any, calculated per capita among the parties of the dispute.

If the prerequisite for bringing the dispute before a court of law is a legal act or a decision made by a body, the expenses shall be compensated from the date on which said prerequisite has been fulfilled.

7.3.2 Criminal cases

7.3.2.1 The insured as the claimant

Legal expenses incurred from using a representative and presenting evidence to the extent that the legal proceedings are about an action for damages other than legal expenses.

7.3.2.2 The insured as the defendant

Legal expenses incurred from using representation and testifying if the case involves a claimant pressing charges against the insured when the public prosecutor has decided not to press charges or has withdrawn the charges.

7.3.3 Appeal to the Supreme Court If an appeal to the Supreme Court requires leave to appeal, the costs incurred as a result of the appeal are compensated for only in the event that the leave has been granted.

Expenses resulting from using additional means for appeal shall be compensated only if the Supreme Court has approved the appeal, reversed the judgement or restored the lapsed time.

The aforementioned statements concerning the

Supreme Court shall also apply to a corresponding foreign court of law.

7.3.4 Common interest

If the matter essentially concerns anything other than the insured's own interest or the insured has a common interest in the matter with other parties than those insured under this policy, the insurance shall only cover the proportion of the expenses deemed to be the insured's portion.

7.4 Amount of compensation and calculating compensation

Compensation for legal expenses covered by the insurance shall be payable in accordance with the provisions pertaining to legal expenses in the Code of Judicial Procedure and the Criminal Procedure Act or corresponding foreign legislation. If the court of law has not issued a verdict on the legal expenses as a result of admission by the parties or if the matter has been resolved through mediation, the compensable expenses shall be determined by taking into account the expenses usually awarded or paid in similar cases.

Compensation shall be paid to cover the reasonable costs of a representative's work and necessary expenses. The value of the benefit under dispute, the complexity and scope of the case, and the amount and quality of services provided shall be taken into account in assessing the reasonability of the fee and expenses.

7.5 Expenses not covered by the insurance

The insurance shall not cover

- 1) the opposing party's legal expenses that the insured is ordered to pay or has agreed to pay. However, the opposing party's legal expenses that the insured is ordered to pay shall be compensated for according to the same terms as the legal expenses of the insured
 - when the insured has been assisted by a consumer ombudsman or his or her subordinate in the legal proceedings and the handling of the insured's matter has been of significance to the application of the law and to the common interest of consumers
 - when the opposing party has failed to comply with the decision of the Consumer Complaints Board, the Finnish Insurance Complaints Board, or a similar body and the decision was favourable to the insured in its essential points

- 2) expenses related to the enforcement of the sentence or court verdict
- 3) loss of time, loss of work or income, travel or accommodation expenses of the insured, or the extra costs caused by changing representative or through actions of the insured that increase expenses or cause unnecessary expenses
- 4) expenses related to acquiring expert legal opinion
- 5) expenses related to reporting a crime or requesting an investigation, or expenses incurred in the pre-trial investigation
- 6) expenses related to such matters or evidence that the court dismisses because it was presented too late
- 7) expenses caused by the insured or his or her representative by failing to appear in court, failing to follow orders of the court or by presenting a statement that they knew or should have known to be unwarranted, or by otherwise delaying the legal proceedings intentionally or through negligence
- 8) expenses from legal proceedings that the insured or his or her representative have initiated without the opposing party giving cause for them to do so, or from having otherwise intentionally or through negligence caused unnecessary legal proceedings
- 9) arbitrator's or mediator's fees and expenses
- 10) expenses resulting from application for public legal aid.

7.6 Other regulations related to compensation

- 1) LocalTapiola shall pay compensation for the

legal expenses and fees after the court has rendered its final verdict or a settlement has been reached.

- 2) Compensation for expenses that the opposing party has been ordered to pay or has agreed to pay to the insured must be deducted from LocalTapiola's liability to indemnify if it has been collected from the party liable for payment.
- 3) If the opposing party has been ordered to pay or has agreed to pay compensation for expenses to the insured and this compensation is still outstanding when the indemnification payment is made under the insurance, the insured is liable to transfer his or her right to the compensation for expenses up to the amount of the payable compensation to LocalTapiola before payment of the indemnification. If the insured has had to pay some of his or her expenses him- or herself because the expenses exceed the maximum compensation specified in item 7.1, the insured shall be liable to transfer to LocalTapiola the proportion of the opposing party's compensation for expenses that exceeds that paid for by the insured.
- 4) If the opposing party has been ordered to pay compensation for expenses or has agreed to do so and this compensation has been paid by the opposing party to the insured or the insured has otherwise had it reimbursed, the insured must reimburse LocalTapiola for the compensation for expenses, with interest, up to the amount of compensation paid from the insurance.

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