



In case of discrepancies, the Finnish version shall prevail.

**Eurocard Corporate Gold and Business Eurocard Travel  
Insurance for Trips Abroad**

Terms and Conditions, valid as of 1 August 2015

Policy number 102-3073



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## **Eurocard Corporate Gold and Business Eurocard Travel Insurance for Trips Abroad**

This documents includes the terms and conditions of the group insurance policy 102-3073. The policyholder is SEB Kort Bank AB, Helsinki Branch (hereinafter SEB Kort or the policyholder) and the policy has been issued by AIG Europe Limited (Finland Branch) (hereinafter AIG or the insurance company). AIG and SEB Kort have concluded a group insurance contract as defined in the Insurance Contracts Act (Vakuutusopimuslaki 543/94), and its essential contents are set down in the agreement and these terms and conditions of insurance. 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 and regulations in the Finnish Insurance Contracts Act not necessarily defined in the terms and conditions.

### **1. The insured**

The policy is valid for SEB Kort Eurocard Corporate Gold or Business Eurocard -corporate card cardholders and persons, whose trips are paid for with a travel account. The policy is also valid for persons working for the same employer as the cardholder and whose trip is paid for by the SEB Kort Eurocard Corporate Gold or Business Eurocard -corporate card, Travel Account, Event Account, CWT Travel Account, CWT Event Account or Purchasing Account, in accordance with the paragraph 2.1.

### **2. Validity of the policy**

#### **2.1 Purchase requirement**

The policy is valid if the travel tickets are paid at least 50 % with the SEB Kort Eurocard Corporate Gold corporate card, or Business Eurocard corporate card, Travel account, Event Account, CWT Travel Account, CWT Event Account or Purchasing Account. If less than 100 % of the trip has been paid for with the aforementioned card, the amount of the indemnity is reduced correspondingly.

#### **2.2 Territorial validity of the policy**

The policy is valid on trips abroad all over the world. The insurance is not valid on domestic trips. 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 Eurocard Corporate Gold or Business Eurocard -corporate card or aforementioned account of the insured 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.

### **3. Policy cover**

The following benefits are included in this policy:

<b>Type of benefit</b>	<b>Section</b>	<b>Sum insured (EUR)</b>	<b>Deductible</b>
Luggage delay (essential articles)	4	200	2 hours delay
Luggage delay (essential articles) - Extra indemnity for luggage delayed more than 48 hrs	4	500	48 hours delay
Cover for delay – flight or other public conveyance	5	125	2 hours delay
Missed departure	6	Max 1,700 (or at maximum the price of the original trip, if that is lower.)	-
Cash withdrawal cover	7	1000	-

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 or account that also includes travel insurance.

#### **4. 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 3, if the registered/checked-in luggage has not been distributed within more than two (2) hours of the arrival of the means of transport at the destination outside the home country. If the luggage is delayed more than 48 hours, the policy covers an extra indemnity up to the maximum sum insured defined in section 3 for the purchase of essential articles.

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 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.

#### **4.1 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.

#### **5. 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 two (2) 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 up to the maximum sum insured defined in section 3. Costs of necessary clothes and hygiene products shall also be indemnified provided that the insured has been obligated to check-in his/her luggage to the possession of the organizer of the flight. 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.

#### **5.1 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.

## **6. Missed departure**

The policy indemnifies costs related to missed departure or connecting transportation abroad or in the home country of the insured in conjunction with air travel abroad, if the insured fails to arrive at the departure point in accordance with the original travel plan for a pre-booked flight, boat or train trip because a public conveyance or transport arranged by the tour operator is delayed or the private motor vehicle is delayed due to a traffic accident where the vehicle in which the insured is travelling, is directly involved. The policy indemnifies reasonable and necessary extra transport and accommodation expenses. Expenses are indemnified up to the maximum sum insured defined in section 4 or at maximum the price of the original trip.

The policy does not indemnify costs related to missed departure or connecting transportation if the insured has failed to be at the point of departure as per the written instructions set by the transport company.

## **7. Cash withdrawal cover**

The insurance covers in case of robbery of cash withdrawn from an ATM or over the counter with Eurocard Corporate Gold or Business Eurocard –corporate card issued by SEB Kort up to the sum insured (see clause 3), provided that such robbery occurs no more than 24 hours from the withdrawal. Robbery shall mean stealing cash from the insured using violence or threatening to use violence. The insured must as a precondition to indemnity without delay file a police report to the local police.

### **7.1 Indemnity**

The insurance shall indemnify the insured up to the sum insured for the cash amount lost as a result of robbery (see clause 3). Restriction: Total aggregate for all loss during the policy period is EUR 1000 regardless of the number of robbery incidents.

### **7.2 Exclusion**

The insurance shall not cover loss resulting from a robbery committed by a family member of the insured or a person living at the same address as the insured.

### **7.3. Specific exclusions related to cash withdrawal cover**

#### **7.3.1. Police report**

The insurer shall not be liable to indemnify if the insured has not, without delay, filed a police report regarding the theft.

#### **7.3.2. Criminal act**

The insurer shall not be liable to indemnify a loss in the event that the insured committed or participated in a criminal act.



#### **7.4 The insured's obligations in the event of loss**

The insured must without delay file a police report to the local police and file a loss report to the insurer.

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

#### **8.1 War**

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

#### **8.2 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.

#### **8.3 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.

#### **8.4 Gross negligence**

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

#### **8.5 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 earthquake, 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.

### **9. Claims procedure**

#### **9.1 Actions to be taken in the event of an incident**

The claimant must provide AIG with the documents and information it needs to assess its liability. A travel loss report must be made on the insurance company's form, whenever possible, and be signed.

In the event of loss or damage, contact the insurance company.



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(Mon-Fri 9am-9pm and Sat 10am-4pm)

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 claim for indemnity must be submitted to AIG within one (1) year of the date on which the claimant was informed of his/her right to obtain compensation and within ten (10) years of the occurrence of the insurance event. If no claim for indemnity is made within this period, the claimant shall forfeit his/her right to indemnity.

## 9.2 Loss report

The loss report shall include at least:

- policy number 102-3073,
- a brief description of the claim,
- travel ticket or other proof of the trip
- documents that travel costs are paid with SEB Kort Eurocard Corporate Gold card or Business Eurocard - corporate card, Travel Account, Event Account, CWT Travel Account, CWT Event Account or Purchasing Account.

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.

Trip delay:

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

Missed departure:

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

Cash withdrawal cover:

- a copy of the filed police report, stating the exact time of the theft, and the sum of cash money lost,
- a written descriptions of the theft or robbery duly dated and signed by an eye-witness, or the name and contact details to an eye-witness,
- copy of the receipt proving the exact time of the withdrawal from the Eurocard Corporate Gold or Business Eurocard -corporate card.

If needed AIG will ask for additional documentation and attachments.

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

## 9.3 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.

## 9.4 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.



## **9.5 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 Disputes 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**

**Insurance company:** AIG Europe Limited (Finland Branch).

**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.

### **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 AIG's right vis-à-vis the tort-feasor. The insured shall, for instance, attempt to establish the identity of the tort-feasor. 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 AIG aimed at preventing and restricting loss or damage. AIG will indemnify for reasonable expenses caused by fulfilment of the above salvage obligation even if the sum insured would thus be exceeded.

### **3. Causing an insurance event**

#### **3.1 Personal insurance**





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

AIG 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, AIG's compensation 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, AIG 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**

AIG 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.

## **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. AIG 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 AIG with the documentation mentioned therein.

The claimant shall provide AIG with documents and information necessary for the assessment of AIG's liability. The claimant is required to acquire the documentation which he/she is best equipped to acquire, while taking into account that AIG may also acquire such documentation. AIG is not obliged to pay indemnity before it has acquired the mentioned documentation.

If the claimant has, after the insurance event, fraudulently provided AIG with erroneous or deficient information which is of importance in investigating the insurance event and AIG'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 AIG 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 AIG's obligations**

After the occurrence of an insurance event, AIG 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. AIG 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, AIG will nonetheless pay any undisputed part of the indemnity within the said period. AIG 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 AIG. If the matter remains unsettled after he/she has contacted AIG, 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 AIG's decision may also bring action against AIG in court.

### **7.1 Right to correct**

If a claimant suspects that AIG 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. AIG will revise the decision if the new investigations give cause to do so.

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

If the claimant is dissatisfied with AIG'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.

AIG's decision can be submitted to the Insurance Board operating in conjunction with the Finnish Financial Ombudsman Bureau. The Bureau'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. AIG's decision can also be submitted to the Consumer Disputes 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 a court. The counselling services and statements of the boards are free of charge.

### **7.3 District court**

If the claimant is dissatisfied with AIG's decision, he/she may bring action against AIG. The action may be brought in the district court in the claimant's domicile in Finland, in the domicile of AIG or in the place of loss in Finland, unless otherwise prescribed by Finland's international agreements.

Action against AIG's indemnity decision must be brought within three years of the claimant being informed in writing about AIG's decision and the time limit. After the time limit has expired, the right to bring action ceases.

## **8. AIG's right of recovery**

### **8.1 AIG'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 AIG, 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 AIG, is transferred to AIG, 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 AIG's right of recovery vis-à-vis the insured or a person identified with the insured under non-life insurance**

AIG 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, AIG may claim back the full amount of indemnity paid if AIG 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, AIG may claim for that part of the indemnity which corresponds to the reduction.

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

### **9.1 AIG's procedure of termination**

AIG 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. AIG 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.