

Terms of Use

These Terms of Use are applied to the web services, mobile services, websites and telephone services (hereinafter Services) of Mandatum Life Insurance Company Limited and Kaleva Mutual Insurance Company (hereinafter Insurance Companies).

Valid from 8 January 2015.

1. Committing to Terms of Use

The Customer must carefully familiarise him-/herself with these Terms of Use prior to using the Services. By using the Services the Customer agrees to be bound by these Terms of Use. The Customer is not permitted to use the Services if he/she does not accept the Terms of Use. When visiting the Web Services for the first time the Customer approves the Terms of Use in force at any given time. Using the Web Service can take place using applicable data terminals connected through data connections such as desktop computers, laptops, tablets and smart phones. The Services made available for use on various data terminals can differ from one another in content and functions. The Insurance Companies' websites (mandatumlife.fi) provide advice related to the requirements for data terminals.

The Terms of Use must be approved separately when using the Service as a private customer and as a corporate customer.

2. General information about the websites and Web Service

2.1 Insurance companies and electronic services offered by them

The Web Service is a service entity (hereinafter Web Service) produced in co-operation by the Insurance Companies. By means of the Web Service private and corporate customers or their representatives (hereinafter Customer) may receive information and handle their insurance matters via the Internet or telephone.

The websites of the Insurance Companies offer information on the companies and their services, as well as the possibility to give feedback and contact the Insurance Companies.

Mandatum Life is a part of the Sampo Group. As a mutual insurance company, Kaleva Mutual Insurance Company is not a part of Sampo Group, but it operates in close co-operation with the companies in the Sampo Group.

2.2 Telephone service

These Terms of Use are also applied to the telephone services of the Insurance Companies, whenever applicable.



3. Responsibility of the Insurance Companies

The information concerning the products or services presented on the websites or in the Web Service is a general representation and cannot be construed as a binding offer by the Insurance Companies, or as investment advice or any other representation binding to the Insurance Companies. They are included only as a suggestion to make a purchase offer, unless otherwise expressed.

The Insurance Companies are not liable for any possible damages, losses of profit or interruption of business caused by the websites or the Web Services offered on the website, or an interruption of the services, even if the possibility of this kind of damage has been reported to the Insurance Companies. The Insurance Companies' maximum liability is that enforced by peremptory norms of Finnish legislation.

The Insurance Companies are not responsible for any inoperability of identifiers required by the Web Service or any other damages related to identifiers.

The websites and Web Service are intended for legally competent private customers over the age of 18 permanently residing in Finland and for corporate customers registered in Finland. If there is a conflict between different language versions, the Terms of Use and service-related information in the Finnish language will be applied.

Due to restrictions related to market price data provided by third parties on the Web Service, access to market price quotations possibly available on the Web Service shall specifically be prohibited to persons residing or organisations operating in Australia.

Insurance policies and the related investment baskets, products and services managed by the Insurance Companies are not intended for United States residents or organisations operating there.

The market price quotations of investments displayed in monthly reports and other customer materials are only for the Customer's personal use as performance information regarding the insurance policy. Price quotations may not be distributed to third parties or used in connection with other investments. The Customer is aware that the service providers used by the Insurance Companies are, in this context, third parties that do not, in any situation, bear responsibility towards nor are they liable to pay indemnity to the Customer. The Insurance Companies are not responsible for the contents, availability or accuracy of the information provided by such third parties.

The Insurance Companies are not liable for damages caused by a force majeure or other similar reason. This kind of force majeure could be, for example, a measure taken by authorities, war or its threat, industrial action, general power failure, cable disruption or interruption in a data communication network, or break in service or any other reason that unduly hinders the operation of the parties and over which the parties have no influence.



4. Processing of personal data and saving data

The Insurance Companies collect, process and analyse data on the use, traffic, and events on the websites and the services offered on it, such as the Web Services, as well as other statistics related to the website. The Insurance Companies can also acquire such data from reliable third parties.

The Insurance Companies are entitled to record telephone conversations with the Customer without specific notification thereof.

The Insurance Companies are entitled to save data concerning the Customer's Web Service contact and online transactions taking place on different data terminals in its data systems and process the data for, among other things, the confirmation of online transactions, the risk management of the Insurance Companies, to ensure data security, for identifying the Customer, managing customer relationships, for improving the quality and functionality of the Web Service and marketing the Insurance Companies' services.

The Insurance Companies use cookies to ensure the proper functioning of their Web Services, monitoring the focus of the interests of visitors to the Web Services and the targeting of advertising.

The Insurance Companies are entitled to use personal data for marketing purposes. The Insurance Companies have the right to transfer it to a third party provided that the Customer consents to the transfer, such transfer is directly permissible by virtue of law, or the Insurance Company is obliged to do so by virtue of law or regulations issued by authorities. Otherwise, data is not disclosed to third parties.

Customer data can be disclosed to companies belonging to the same Group as the Insurance companies or with which the Insurance Companies belong to an economic coalition or to another company according to legislation valid at any given time. The Insurance Companies handle the personal information of Customers according to the Personal Data Act and insurance legislation, and otherwise conduct the realisation of privacy protection and confidentiality when handling personal information. Data is acquired from the Customer, from parties authorised by the Customer, from public records maintained by authorities and from reliable sources of information. Credit information is procured from the credit information registers of Suomen Asiakastieto Oy and Bisnode Finland Oy. The descriptions of register required by the Personal Data Act are available at the Insurance Companies' offices and on the Insurance Companies' websites.

Should a Customer wish to send the Insurance Companies a secure message or a message containing information concerning the customer relationship, the Insurance Companies recommend sending a message through the Web Service or by post.

For more information on the processing of personal data and the use of cookies on the Insurance Companies' websites choose Register Description – Use of personal data.

5. Intellectual property rights and the right to use the websites and Web Service

The websites and Web Service contain material that is covered by intellectual property rights. All rights that are not specifically granted by these Terms of Use belong to the Insurance Companies or



third parties. Copying, transferring, linking, distribution, altering, storing of the page or service content or parts of it in any form whatsoever or utilising it in any way for commercial purposes is forbidden without prior written permission from the Insurance Companies. Viewing the websites using a data terminal and printing are permitted only for personal use.

Distribution and publication of the contents of the Insurance Companies' websites is forbidden without separate written consent from the Insurance Companies.

The use of press releases and other public documents for public transfer of information is permitted provided that the source of the information is mentioned. If the user downloads or copies information from the website, he/she commits to not removing from the material any possible markings or identifiers that show the origin of the intellectual property rights, such as copyright markings.

6. Devices, programs and data connections

The Customer purchases the data terminals, software, passwords and data connections required for the use of the Web Service and the websites, and is responsible for their usage and maintenance costs, functionality and compatibility with the Web Service and the website. The Insurance Companies and the Customer are each responsible for the appropriate data security of their own data systems. The Customer must ensure that the data terminals, programs and data connections used by it are secured against unauthorised use and prevent the identification data for the Web Service or data included in the Web Service from becoming disclosed.

The Insurance Companies shall not be liable for damages resulting from data that is lost or altered in the public data network or the data network used by the Customer. The Insurance Companies reserve the right to interrupt the offering of services if the data terminals, programs or data connections used by the Customer cause a threat to the functionality of the Insurance Companies' data systems and the security of the service.

7. Changing of Terms of Use, Web Service and service prices

The Insurance Companies have a right to change these Terms of Use, the agreement on the Web Service, possible special conditions related to the services, the content of the services, the service selection and service prices, and other fees charged for the services.

The Insurance Companies shall inform of changes on the websites and in the Web Service at least 30 days before their entry into force. The Customer is considered to have received notification from the Insurance Company at the latest on the seventh (7) day from the day the notification is made available to the customer on the Web Service or the website.

The Insurance Companies inform of changes in service fees and other payments in the Web Service or in their service price lists.

The changed Terms of Use also apply to agreements signed before the validity of these terms. The Customer is considered to have accepted a change if he/she uses the Web Service or the websites after the change. If the Customer does not accept the changed terms, he/she must unsubscribe from



the Web Service in writing prior to the coming into force of the change. A private customer may unsubscribe from the Web Service also by phone by calling the Insurance Companies' Customer Service.

8. Customer guidance and external legal recourse

For questions related to the services provided through the Internet and the related terms and conditions, the Customer should primarily contact the Insurance Companies' customer service.

Consumer customers can take any disputes concerning these Terms of Use to the Finnish Financial Ombudsman Bureau (Fine, www.fine.fi) or the Consumer Disputes Board (KRIL, www.kuluttajariita.fi).

9. Applicable law and venue

These Terms of Use are governed by Finnish law.

Possible disputes shall be resolved at the Helsinki District Court. The consumer is also entitled to institute legal proceedings in the district court of his/her domicile in Finland.

10. Special conditions for the websites

10.1 Availability of the websites

The websites are available to the extent that the Insurance Companies offer them. The Insurance Companies do not guarantee the reliability or accuracy of the websites or that the websites could be accessed without any interruptions or errors. The Insurance Companies reserve the right to limit the use of the websites and to make changes to the websites.

10.2 Links to websites offered by a third party

The Insurance Companies' websites may contain links to websites owned or maintained by third parties. When the Customer transfers to such a site he/she must familiarise themselves with the site' and accept its possible usage terms before starting to use the site. When transferring to a linked site the customer also accepts that the site is not managed by the Insurance Companies and that the Insurance Companies have no control over the content of the material created or published on this site. The Insurance Companies are not responsible for any of the material on sites managed by a third party.

The inclusion of a third party link that is not related to the Insurance Companies on the Insurance Companies' websites does not in any way indicate that the Insurance Companies hold an opinion on the products or services included on these sites.



11. Special conditions for the Web Service

With respect to the service that is used in the Web Service and that is related to the insurance contract, the terms of the insurance contract shall be primarily applied, and these Terms of Use secondarily applied. The Terms of Use for the Web Service are not a part of the insurance contract.

11.1 Service prices

The Insurance Companies have a right to determine a usage fee or other corresponding fee for the Web Service by informing of the fee 30 days before it enters into force.

If the agreements or services that the Customer uses in the Web Service are subject to handling fees or other fees defined in the terms of agreement, price lists or elsewhere, the Insurance Company has the right to collect the fees also when the Customer performs actions subject to a fee in the Web Service.

The service fees or other charges can be collected according to the choice of the Insurance Companies directly from the insurance savings or by invoicing the Customer, unless otherwise agreed separately.

11.2 The availability of the Web Service and suspension of service

The Web Service is available for the Customer on different data terminals to the extent that the Insurance Companies offer it.

The assignments given by the Customer are performed in the order of reception. Any new assignments connected to the same agreement, such as fund transfers for unit-linked insurance, cannot be performed before the previous assignment has been fully completed. Otherwise the realisation of assignments will follow the insurance- or service-related terms of agreement.

The Insurance Companies have a right to restrict or terminate the use of the Web Service for maintenance and repair operations without prior notice. The Insurance Companies endeavour to report predictable maintenance breaks or other suspensions of service well in advance. Maintenance work carried out on systems causes regular service disruptions, on which information is given on the websites.

The Insurance Companies have a right to make changes to the service selection, extent of the services, demands of the used data terminals and contents. The Insurance Companies shall report any changes on the Web Service.

The Insurance Companies have the right to interrupt their offering of the service and leave a request made to the Insurance Companies unfulfilled, if:

- The Customer does not abide by the terms and conditions that apply to the Web Service,
- The Customer is declared bankrupt or placed in debt restructuring,
- The Customer dies or his or her competence is limited,
- There is reason to believe that the customer's data terminals, software or data connections endanger the Service's security,



- The Customer has reported that unauthorised use has been made of his or her passwords or that they have presumably ended up in the hands of third parties,
- Another customer has cancelled the authorisation granted to the Customer, or
- There is reason to believe that the service is used for illegal action or otherwise in a way that may cause damage to the Customer, the Insurance Companies or third parties.

11.3 Use of identifiers

The Insurance Companies identify the Customer when he/she visits the Web Service using the identifiers approved by the Insurance Companies. The use of the identifiers corresponds to the traditional identification of the Customer from a document establishing his or her identity. By logging in to the Web Service using the identifiers and approving the measures taken in the Web Service, the Customer accepts that the assignments he/she has made are binding on him/her or the company he/she represents.

The prerequisite for the use of the Web Service is that the Customer has the required user-specific banking identifiers or other identifiers approved by the Insurance Companies. The bank's identifiers consist of the changing identification codes, personal user ID and a password and confirmation code.

If the Insurance Companies offer an application for the use of the Web Service through a data terminal other than a computer, such as, for example, through a smart phone, the Customer must use the method for logging in to the Web Service that has been approved by the Insurance Companies. When the Customer first logs in to the Web Service, he/she must use the user ID created by the Insurance Company and create a password for the service, which meets the Insurance Companies' requirements. The Customer is responsible for all assignments and messages that have been made or sent with the Customer's identifiers during their period of validity.

The Customer commits to keeping the identifiers carefully according to the instructions from the bank that has granted the identifiers or according to the instructions of the Insurance Companies or another service provider.

The Customer shall be liable for the unauthorised use of the Web Service's identifiers if:

- 1) The Customer has disclosed the Web Service's identifiers to an unauthorised party;
- 2) The disappearance of the Web Service identifiers, their ending up in the hands of a third party without authorisation or their unauthorised use results from negligence on the part of the Customer or
- 3) The Customer has neglected the duty to report to the service provider the disappearance of the Web Service identifiers, their ending up in the hands of a third party without authorisation or their unauthorised use without undue delay after having become aware of such event.

If the Customer has reason to believe that the identifiers or the secret PIN code connected to them has been lost or ended up in the hands of a third party, he/she must follow the instructions given by the bank that has granted the identifiers and the Insurance Company.



The Customer is responsible for any unauthorised use of the identifiers until the identifiers have been disabled by the bank that has granted them or by another service provider.

The Insurance Companies can only disable the identifiers when the Insurance Company's identifiers are being used. The bank is responsible for disabling the bank's identifiers.

The Insurance Companies never ask for their Customer's personal identification information, such as ID numbers, social security numbers or online banking codes by email. Matters are handled through the post, email, telephone or through Mandatum Life's Web Service. The Insurance Companies also never send emails that link directly to the log-in page of the Web Service; the Insurance Companies instruct their customers to always access our log-in page via their website. Customer service provides assistance in problem situations.

11.4 Communication with the Customer

When necessary, the Insurance Companies have a right to send messages to the Customer, to the email address or mobile phone number given by the Customer. A message sent by the Insurance Company is considered to have been received when the message has been delivered electronically or has been sent in another appropriate way.

The confidentiality of messages sent through an open data network cannot be guaranteed. The Insurance Company shall not take any responsibility for any damage caused by messages sent through an open network.

11.5 Responsibility for using the Web Service

The Customer is responsible for all operations that have been carried out using valid identifiers in the Web Service. The content of the operations carried out and messages sent in the Web Service are considered to be the same as those that have been saved in the information system of the Insurance Companies. If the information sent by the Customer is destroyed, the Customer must, on request, give new information. Using all reasonable means possible, the Customer must ensure that the material sent does not contain viruses and that it is not otherwise harmful.

The sending and arrival of an offer, response, announcement or other message through the Web Service to the recipient is the responsibility of the sender. The time that an assignment, application or agreement is made and other transactions are verified with the help of the information system maintained and/or a telephone conversation recorded by the Insurance Company.

The Insurance Company is not responsible for any damage caused by errors or deficiencies in the identification or contact information or information related to actions taken in the Web Service, or any damages that may have been caused to the Customer resulting from the loss or alteration of information in a data network.

11.6 Complaints and requirements concerning the service

The Customer must make possible complaints on the Web Service to the Insurance Company without delay and no later than 30 days from the time he/she has noticed or should have noticed the basis for the complaint. If the complaint is not filed within this specified time limit, the Customer is



considered to have accepted the measure. The complaint must be made as specifically as possible by sending the message through the Web Services.

The Customer may send possible questions, complaints or contact requests concerning the websites or the Web Service with the form provided in the Web Service or by calling to the Insurance Company's telephone service.

12. Contact details of the Insurance Companies

Mandatum Life Insurance Company Limited

Business ID: 0641130-2

Domicile: Helsinki, Finland

Street address: Bulevardi 56, 00120 Helsinki

Postal address: P.O. Box 627, FI-00101 Helsinki, Finland

Kaleva Mutual Insurance Company

Kaleva Mutual Insurance Company

Business ID: 0200628-9

Domicile: Helsinki, Finland

Street address: Bulevardi 56, 00120 Helsinki

Postal address: P.O. Box 347, FI-00101 Helsinki, Finland

