Regulation BIa: a standard for free circulation of judgments and mutual trust in the European Union (JUDGTRUST)

QUESTIONNAIRE
for National Reports

21 March 2022

FINLAND

Gustaf Möller

This project is funded by the Justice Programme
of the European Union (2014-2020)

CHAPTER I

I. Application of the Regulation - in general

Judgments applying the Brussels Ia Regulation and its predecessors rendered by the Supreme Court of Finland are usually published, since they may be of interest with regard to the application of the instruments in the future. All judgments by the Supreme Court applying the instruments are available online. Judgments applying those instruments rendered by the intermediate appellate courts are seldom published but are often available online. Judgments rendered by first instance courts are hardly ever published or available online.

It seems quite obvious that CJEU case law has generally provided guidance/assistance for the judiciary when applying the Brussels Ia Regulation. However, the Supreme Court always submits a request for a preliminary ruling to the CJEU, when a problem of interpretation of the instruments not yet solved by a judgment of the CJEU arises. In order to save time and costs the first instance courts and in particular the intermediate appellate courts should be encouraged to submit a request for a preliminary ruling to the CJEU, whenever such a problem of interpretation arises.

Cases in which the Brussels Ia Regulation is applicable come rather seldom before Finnish courts. Neither have the changes introduced in the Brussels Ia Regulation been analysed in the literature. Thus, it is not possible to say which of those changes in the light of experience in practice and of prevailing view in the literature are perceived as improvements and which are viewed as major shortcomings likely to imply difficulties in application. One may probably assume that at least most of the changes are improvements, in particular the provision in Article 31(2) according to which, where a court of a Member State on which an agreement as referred to in Article 25 confers exclusive jurisdiction is seised, any court of another Member State shall stay the proceedings until such time as the court seised on the basis of the agreement declares that it has no jurisdiction under the agreement.

At this juncture there seems to be no suggestions for improvement taking into consideration the practice/experience/difficulties in applying the Regulation in Finland.

The meaning of some concepts under Finnish laws may to some extent differ from what results from the principle of "autonomous interpretation" e.g. "civil and commercial matter" when applying the provisions of the Regulation. However, it cannot be said that there in practice has been any tension between concepts under Finnish law and the principle of "autonomous interpretation" when applying the provisions of the Regulation.

The application of Finnish national rules on territorial jurisdiction has not caused any difficulties in the application of the Regulation. Moreover, those rules were revised in 2009 taking into account the rules on jurisdiction in the Brussels I Regulation.

The Finnish Code of Judicial Procedure (Chapter 10 Section 18 paragraph 2) provides that if there is no competent court in Finland according to the other Finnish national rules on jurisdiction, the Helsinki District Court shall be the competent court. Thus, it may not occur that there is no competent court according to the national rules on jurisdiction in Finland resulting in a "negative conflict of jurisdiction".

Most rules on territorial jurisdiction are included in the Code of Judicial Procedure. Those rules apply unless otherwise provided by another Act, legislation of the European Community or an international agreement binding in Finland.

Substantive Scope

The delineation between court proceedings and arbitration has not led to particular problems in Finland. The clarification in the Recast (Recital 12) has most probably not changed the practice in Finland but may be helpful for some practitioners.

The Supreme Court held in its decision of 1 December 2020 that a Finnish court had jurisdiction over a dispute whether the respondent was bound by an arbitration clause in a contract since Article 1(2)(d) of the Convention must be interpreted as meaning that the exclusion provided for therein extends to litigation pending before a national court concerning the question whether a party is bound by an arbitration agreement.[1]

The delineation between "civil and commercial proceedings" on the one hand and "insolvency proceedings" on the other hand has not so far led to particular problems in Finland. The case law of the CJEU, in particular C-535/17, *NK v BNP Paribas Fortis NV* has been helpful. This judgment confirms that the decisive criterion to identify the area within which an action falls is not the procedural context of which that action is part, but the legal basis of the action and that according to that approach, it must be determined whether the right or obligation which forms the basis of the action has its source in ordinary rules of civil and commercial law or in derogating rules specific to insolvency proceedings.

There seems to be no case law in Finland on the recognition and enforcement of court settlements. At least no reported cases can be found.

Neither are there any reported cases on the recognition and enforcement of authentic instruments.

[1] KKO 2020:89

Definitions

The courts seem not so far to have encountered difficulties when applying the definitions provided in Article 2.

No views, neither in the literature nor in jurisprudence, seem to have been expressed in Finland on the appropriateness of the definition of "judgment". Since Article 2(a) widens its scope for the purposes of the recognition and enforcement to expressly include certain decisions on provisional measures, it seems that "jurisdiction as to the substance" is to be understood/interpreted to mean jurisdiction that can be established according to the Rules of the Regulation. This view seems also to be supported by the wording of Article 35 of the Recast which provides that applications for provisional measure may be made to courts of a Member State, even if the courts of another Member State have jurisdiction as to the substance of the matter.

A decision on provisional measure issued by a court, which by virtue of the Regulation has jurisdiction as to the substance of the matter, should be considered as a "judgment" for the purposes of Chapter III, even when no proceedings on the merits of the case have yet been instituted. Thus "jurisdiction as to the substance of the matter" is to be understood /interpreted to include not only jurisdiction actually exercised but also jurisdiction that can be established according to the rules of the Regulation. Consequently, a decision on provisional measures issued by a court of a Member State, that could base its jurisdiction on the substance of the matter according to the Regulation's rules, should be considered as a "judgment" for the purposes of enforcement in Finland, even when no proceedings on the merits of the case have yet been initiated. A condition is, however, that the "judgment" is enforceable in the Member State in which it was issued.

If the claim on the substance of the matter is subsequently filed with a court in another Member State also having jurisdiction under the Regulation, the provisional measure would still be enforceable, unless the court where the claim on the substance of the matter is subsequently filed orders something else.

The issue whether the courts in Finland, when deciding on the enforcement of a decision issuing a provisional measure, are permitted to review the decision of the court of a Member State confirmed by the certificate that the court has jurisdiction as to the substance of the matter, has in Finland neither been dealt with by courts nor been discussed in the literature.

The definition of "judgment" and the "court" or "tribunal" has not attracted particular attention in Finland, e.g. raising issues similar to those in CJEU case C-551/15, *Pula Parking d.o.o. v. Sven Klaus Tederahn*.

CHAPTER II

Personal scope (scope *ratione personae*)

There are no statistics available illustrating an increased number of suit actions filed by consumers and/or employees in Finland.

The question whether Article 26, considering that Article 6 does not specifically refer to Article 26, applies regardless of the domicile of the defendant, has not been dealt with in case law. Neither has this question been discussed in the literature.

The prevailing view is most probably that the provisions on *lis Pendens* in Article 29 and the provisions on related actions in Article 30 apply regardless of the domicile of the defendant. It seems that the fact that a court of a Member State has been seised first is the only relevant/decisive factor for the court second seised to stay its proceedings. Thus, it is for the court first seised to decide whether it has jurisdiction according to the Regulation.

Temporal scope

To my knowledge the courts or other authorities in Finland have not so far had any difficulties with the temporal scope of the Brussels Ia Regulation.

Alternative Grounds of Jurisdiction.

As mentioned above Finnish courts have decided rather few cases in which the Regulation or its predecessors has been applicable. Thus, the provisions containing alternative jurisdictional grounds in Article 7, 8 and 9 have not triggered frequent discussion on the interpretation and application of these provisions in theory and practice. There seems to be only one published case in which Article 5(1)(b) of Regulation 44/2001 which is now Article 7(1)(b) of Regulation 1215/2012 has been applied. [2] The question was whether Finnish courts had jurisdiction in a matter concerning international transport. The place of dispatch was in Finland and the place of delivery was in England. In that case the Supreme Court referred the following question to the CJEU for a preliminary ruling:

> "'How are the place or places where the service is provided to be determined in accordance with the second indent of Article 5(1)(b) of Council Regulation (EC) No 44/2001 in a case involving a contract for the carriage of goods between Member States in which the goods are conveyed in several stages and by different means of transport? "

[2] KKO 2019:25

The CJEU ruled (C-88/17)

> "The second indent of Article 5(1)(b) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as meaning that, in the context of a contract for the carriage of goods between Member States in several stages, with stops, and by a number of means of transport, such as that at issue in the main proceedings, both the place of dispatch and the place of delivery of the goods constitute places where transport services are provided, for the purposes of that indent."

Thereafter the Supreme Court in its decision of 19 March 2019 held that it was apparent in the reply of the CJEU to the request for a preliminary ruling, that the second indent of Article 5(1)(b) of the Brussels I Regulation was to be interpreted as meaning that the place of performance of the contract for the carriage of goods between Member States such as that involved in the present case was the place of dispatch and the place of delivery of the goods. - The Intermediate Court of Appeal had held that Finnish courts did not have jurisdiction since the damage had a closer connection to England than to Finland and since the evidence could be obtained and presented there at lower costs.

However, there is also a published case in which Article 5(1) of the Brussels Convention was applied.[3] The case concerned a sales contract. The question was how the place of performance of the obligation in question shall be determined. The seller was from Finland and the buyer was from Germany. Since the buyer refused to pay the whole price for the goods, the seller instituted proceedings in Finland in the court for the place where he had his place of business. The Supreme Court found that both Finland and Germany were parties to the United Nations Convention on Contracts for the International Sales of Goods (CISG). Therefore, the Court held that the place of performance shall not be determined by the law designated by the Convention on the Law Applicable to Contractual Obligations (the Rome Convention).

The Supreme Court referred to Article 21 of the Rome Convention which provides that the Convention shall not prejudice the application of international conventions to which a Contracting State is, or becomes, a party. Pursuant to Article 1(1) of the CISG that Convention applies *inter alia* to contracts of sale of goods between parties whose places of business are in different States. Therefore, the Court found that in the case at hand the CISG shall be applied, irrespective of which law the rules of private international law designates. Article 57(1)(a) of CISG, provides that if the buyer is not bound to pay the price at any other place, he must pay it to the seller at the seller's place of business. On these grounds the Court found that the court for the place, where the seller has his place of business, has jurisdiction.

---

[3] KKO 2005:114.

In another case before the Supreme Court, the question was whether Article 6(2) of the Regulation 44/2001, which is now Article 8(2) of Regulation 1215/2012, shall be interpreted as covering an action on a warranty or guarantee or another equivalent claim closely linked to the original action, which is brought by a third party, as permitted by the national law, against one of the parties with a view to its being heard in the same proceedings. The problem seems at least partially to have been due to discrepancies in the various language versions of the Brussels I Regulation.

The Supreme Court referred the question for a preliminary ruling to the CJEU The CJEU ruled (C-521/14) that Article 6(2) of the Brussels I Regulation 44/2001, which is now Article 8 (2) of Regulation 1215/2012, must be interpreted to the effect that its scope includes an action brought by a third party, in accordance with national law, against the defendant in the original proceedings, and closely linked to those original proceedings, seeking reimbursement of compensation paid by that third party to the applicant in those original proceedings, provided that the action was not instituted solely with the object of removing that defendant from the jurisdiction of the court which would be competent in the case.

The Supreme Court gave its decision on 12 September 2016 and found in accordance with the CJEU that the court had jurisdiction under Article 6(2) of the Brussels I Regulation.[4]

In its decision of 16 November 2015, the Helsinki Intermediate Court of Appeal confirmed the Helsinki District Court's decision of 31 March 2015 concerning the jurisdictional issues. The Helsinki District Court held in its decision that actions concerning infringements of various national designs were not so closely connected that it was desirable to hear and determine them together to avoid the risk of irreconcilable judgments resulting from separate proceedings. Thus, the Helsinki District Court found that it had no jurisdiction to hear and determine the actions brought in so far as they were based on infringement of designs registered in France and Italy. However, between the actions, which were based on infringement of designs registered in Finland there was a close connection within the meaning of Article 6(1) of the Regulation.44/2000, now 8(2) of Regulation 1215/2012. Consequently, the Helsinki City Court had jurisdiction to hear and determine those actions.

The wording may seem to support the view that the place where the goods were delivered or services provided is not decisive for determining jurisdiction when the place of payment is agreed upon and a failure to pay the price has solely given rise to the dispute. The question how the wording "unless otherwise agreed" in Article 7(1)(b) is to be understood has not been addressed by the Finnish courts. Neither has this question been discussed in the literature.

Article 7(2) has not so far given rise to difficulties in application.

[4] KKO 2016:59

The new provision on jurisdiction regarding claims for the recovery of cultural objects as defined in Directive 93/7/EEC has neither triggered discussion in the literature nor resulted in court cases.

There seems to have been no significant controversies with other rules on jurisdiction under Article 7, 8 and 9.

Rules on jurisdiction in disputes involving "weaker parties"

The question whether the omission of the court to inform "weaker parties" of the right to oppose jurisdiction according to the protective provisions of the Regulation qualifies under Article 45 as a ground to oppose the recognition and enforcement of a decision rendered in violation of this obligation has neither come before the courts nor been discussed in the literature. It may be assumed that Article 45 contains an exhaustive list of the grounds on which recognition of a judgment may/shall be refused. Article 45(1)(e)(i) provides as a ground to oppose the recognition and enforcement of a judgment that the judgment conflicts with Sections 3,4 or 5 of Chapter II where the policyholder, the insured, a beneficiary of the insurance contract, the injured party, the consumer or the employee was the defendant. There is, however, no explicit provision in the Regulation pursuant to which also the omission of the court to inform "weaker parties" of the right to oppose jurisdiction according to those protective provisions of the Regulation is such a ground. This may be seen as an argument in favour of the view that such omission does not under Article 45 qualify as a ground to oppose the recognition and enforcement of a judgment.

There seems, however, also to be arguments in favour of a contrary view. The paragraph imposing the obligation to inform is in paragraph 2 of Article 26, which deals with tacit prorogation. This new paragraph can be seen as an additional requirement for tacit prorogation when the protective provisions of the Regulation apply. Thus, one may argue that an omission of the court to inform has the consequence that there is no tacit prorogation and that the recognition and enforcement of a judgment can be refused since the judgment conflicts with section 3, 4 or 5 of Chapter II.

The question whether the provisions limiting effectiveness of prorogation clauses in cases involving "weaker parties" apply to choice-of-court agreements providing for jurisdiction of a court in a country outside the EU seems neither to have come before the courts nor been dealt with in the literature. It can, however, be assumed that those provisions also apply to choice-of-court agreements providing for jurisdiction of a court in a country outside the EU. The need to protect a "weaker party" is the same irrespective of the fact, whether a choice-of court agreement provides for jurisdiction of a court in a country outside the EU or within the EU.

The question whether provisions in Section 3, 4 and 5 provide effective protection to "weaker parties" has neither been addressed by the courts nor dealt with in the literature.

In general, there have been no difficulties in applying Section 3 of the Regulation on the jurisdiction in matters relating to insurance. There is only one reported case. In that case the question was whether an agreement conferring jurisdiction on courts in Finland included in an insurance contract between the policyholder and the insurer was binding on an insured habitually resident in another Member State.[5]

In this case no question was referred to the CJEU for a preliminary ruling. The Supreme Court held in its decision of 4 February 2014 that the insurer and the policyholder could not under Article 13(3) of the Brussels I Regulation (44/2001) agree with binding effect for the insured that the insurer may bring proceedings in a matter relating to the insurance contract against the insured in another state than in the Member State in which the insured was domiciled when the proceedings were instituted.

Moreover, the Supreme Court stated that one could conclude from the CJEU's judgment in *Société financière et industrielle du Peloux*[6] that a jurisdiction clause in an insurance contract between an insurer and a policyholder could be binding on the insured, if the insured had explicitly accepted the clause, A jurisdiction clause shall be in accordance with Article 23 of the Brussels I Regulation. However, in the case at hand it had not even been alleged that the insured had agreed that a specific court shall have jurisdiction in such a way as provided for in Article 23 of the Brussels I Regulation, Neither the insured's position as CEO of the policyholder nor the fact that he had received compensation under the insurance contract could be regarded as such circumstances because of which the insured could be held to have explicitly accepted the jurisdiction clause.

There have so far been no difficulties in applying Section 4 of the Regulation on the jurisdiction in matters relating to consumer disputes.

The courts have not so far encountered difficulties in the application of Article 18(2), in the case of *perpetuatio fori*, occurring if the consumer moves to another State.

There seem so far to have been no difficulties in applying Section 5 of the Regulation on the jurisdiction in matters relating to employment contracts.

Exclusive jurisdiction

The courts have not so far experienced any major difficulties in distinguishing between disputes which have "as their object" "rights *in rem*" from those that

[5] KKO 2014:3

[6] Case C-112/03 [2005] ECR I-3707.

merely relate to such rights and accordingly do not fall within the exclusive jurisdiction. There have so far not been any problems with applying Article 31(1) in this respect.

However, in one case the question arose whether an action for the termination of co-ownership in undivided shares of immovable property in Spain by way of sale by an appointed agent falls within the category of proceedings, which have as their object rights *in rem* in immovable property within the meaning of Article 22(1) of the Brussels I Regulation 44/2001 so that the courts of the Member State in which the property is situated would have exclusive jurisdiction under that provision.[7]

After having referred the question to the CJEU for a preliminary ruling and receiving an affirmative answer,[8] the Supreme Court stated in its decision of 21 March 2016 that according to Article 22(1) of the Brussels I Regulation 44/2001 the courts of the Member State in which the property is situated have exclusive jurisdiction in proceedings which have as their object rights *in rem* in immovable property. Thus, the Spanish courts had exclusive jurisdiction and accordingly the action had to be dismissed as inadmissible.

According to the Finnish rules of private international law the statutory seat determines the seat of the company for the purposes of applying Article 24(2). The courts seem so far not to have experienced any difficulties in this respect.

The courts in Finland seem so far not to have experienced any particular difficulties with the provision regarding the validity of the rights covered by Article 24(4).

In Finland enforcement of judgments is the responsibility of regional enforcement authorities. Proceedings concerned with enforcement of judgments are proceedings relating to matters which are directly related to those authorities' activities, e.g. whether assets allegedly belonging to a third person can be subject to enforcement.

There is no case law as to the question whether the removal of a third party attachment (in case of seizure) falls within the scope of "enforcement" in the sense of Article 24 chapeau and fifth paragraph Brussels Ia leading to the exclusive jurisdiction of the court where the removal has to be enforced or whether jurisdiction of the removal can be based on Article 35 leading to jurisdiction of the court that has granted leave to lay a conservatory third-party attachment (seisure).

Prorogation of jurisdiction and tacit prorogation

[7] KKO 2016:21

[8] Case C-605/14 *Komu and others*.

There is no particular case-law and/or literature in which the minimum degree of internationality, which application of Article 25 requires, has been discussed and/or a certain threshold has been set.

The fact that the requirement that at least one of the parties to the choice-of-court agreement must be domiciled in a member state, as stated in Article 23 Brussels I, has been deleted in Article 25 Brussels Ia, has not resulted in any increase of a number of litigations in which jurisdiction has been based on choice-of-court agreement falling under the Regulation.

There are no particular examples in which the formal requirements for validity of choice-of-court agreements (Article 25(1) (a-c)) would have caused difficulties in application for the judiciary or debate in the literature.

There does not seem to be any case-law in which the formal requirement(s) for validity of choice-of-court agreements Article 25(1)(a-c) have been fulfilled, but the choice-of-court agreement was held invalid from the point of view of substantive validity due to lack of consent.

There seem to be no cases in which courts in Finland have experienced problems with the term "null and void" with regard to the substantial validity of a choice-of-court agreement.

The fact that Article 25(1)(a-c) states that the substantial validity of a choice-of-court agreement is determined by the national law of the designated court(s) and Recital 20 clarifies that the designated court is to apply its own law including its private international law rules has neither led to discussion in literature nor to difficulties in application for the judiciary.

There is no particular case-law or literature in Finland in which the test of substantive validity of non-exclusive choice-of-court agreements has been discussed.

The express inclusion of the doctrine of severability of choice-of-court agreements as mentioned in Article 25(5) Brussels Ia has merely confirmed a principle that had already been firmly established as well as accepted in theory and practice in Finland.

The courts in Finland have not so far experienced any difficulties in applying the rules as to defining "entering an appearance" for the purposes of applying Article 26 Brussels Ia.

Examination jurisdiction and admissibility; *Lis pendens* and related actions.

The courts in Finland have at least not so far experienced any particular problems when interpreting the "same cause of action" within the meaning of

Article 29(1) (e.g. a claim for damages for breach of contract and a claim for a declaration that there has been no breach ("mirror image").

I do not know of any case in which courts of the other Member State have been contacted immediately once sufficient evidence has been gathered which suggests or confirms that courts in the other Member State may have been seised of the "same cause of action". There is no standardised internal procedural guideline which the courts in Finland are supposed to follow. There are no practical obstacles or considerations which may hinder contact between the courts of Finland and the other Member State.

A court in Finland is considered to be seised for the purposes of Article 32 Brussels Ia when the document instituting the proceedings or "equivalent document" is lodged with the court. The moment of filing a suit with the court determines the moment as from which a proceeding is deemed pending.

Subsequent amendments of claims do not affect the determination of the date of seising provided that such amendments are allowed. In case the amendment is allowed no differentiation is made in this respect between cases where a new claim concerns facts known at the date of the original proceedings and amendments based on facts which have only emerged after the date of the original proceedings. Amendments based on facts which have emerged after the date of the original proceedings are allowed also at a late stage of the proceedings.

There seems to be no cases where a court has declined jurisdiction because the court seised previously had jurisdiction over the actions in question and "its law permits consolidation thereof" (See Article 30(2)).

Finnish courts do not seem to have any experience of the application of Article 31(2).

Finnish courts do not seem to have any experience of the application of Articles 33 and 34. With a few exceptions, foreign judgments are not recognised and enforced in Finland, unless there is an international obligation to do so.

In my view it seems that the application of both provisions amount to a sufficiently "flexible mechanism" to address the issue of parallel proceedings and *lis pendens* in relation to third states.

Provisional measures, protective measures

The courts seem not so far to have experienced difficulties defining which "provisional, including protective measures" are covered by Article 35.

It seems likely that the "real connecting link" condition in *Van Uden* would require that the assets subject to the measures sought are located in Finland or that the measure for some other reason can be enforced in Finland.

However, this question has not so far been addressed by the courts. Neither has it been dealt with in the literature.

Relationship with other instruments

To my knowledge the Hague Convention on Choice of Court Agreements has never been relied upon in declining jurisdiction in Finland allowing jurisdiction to third states party to that Convention.

CHAPTER III

Recognition and enforcement

Although no statistics are available, one can assume that the optional procedure, established in Article 36(2), to apply for a decision that there are no grounds of refusal of recognition, is hardly ever employed in Finland.

The enforcement agents or members of such agencies have not received specific training or instruction on how to deal with enforcement requests based on judgments rendered in other Member States. However, the general training program for those agents and members of such agencies include also lectures on how to deal with such enforcement requests.

There has been no concentration of local jurisdiction (venue) at the national or regional level institutionalising specialised enforcement agents for the enforcement of judgments rendered in other Member States.

There have been no other specific legislative or administrative measures possibly facilitating the direct access of creditors or applicants from other Member States to the enforcement agents.

There are no statistics available allowing the conclusion that the transgression to direct enforcement would have enhanced the number of attempts to enforce judgments rendered in other Member States.

The fact that Section 2 of Chapter III has created a specific interference between the Brussels Ia Regulation and national rules on enforcement seems not to have so far generated any particular problems in Finland.

Article 41(2) seems not to have attracted specific attention.

There are no statistics available on the absolute frequency and the relative rate of the so called "reverse procedure", the latter in comparison to the number of attempts to enforce judgments rendered in other Member States.

There are no statistics that following of the advent of the "reverse procedure" (Article 46) has had any effect as to the number of cases in which public

policy or denial of a fair trial has been invoked as grounds for refusal of recognition or enforcement. There is no indication that the rate of success invoking either of them has changed.

There are no available data showing that the extension of now Article 45(e)(i) to employment matters has practically altered the frequency of, or the approach to, enforcing judgments in employment matters.

Courts and enforcement agencies in Finland comply in practice with Article 52, which strictly and unequivocally inhibits *revision au fond*.

I am not aware of any case in which a judgment containing a measure or an order which is not known in Finland has pursuant to Article 54 been adapted.

There is no information available how often courts or enforcement agents in Finland require the party invoking the judgment or seeking its enforcement to provide a translation of the judgment. It can be assumed that this happens rather seldom.

CHAPTER VII

Relationship with other instruments

The Finnish Consumer Protection Act (Chapter 12 Section 1d provides): "A term in a contract concluded before a dispute arises, under which a dispute between a business and a consumer shall be settled in arbitration, shall not be binding on the consumer."

No examples for an application of Article 70 can be identified in Finland.

The precedence of Art 351 TFEU to Article 71 Brussels Ia, as established by the CJEU in *TNT v. AXA* (C-533/08) and *Nipponkoa Insurance Co. (Europa Ltd v. Inter-Zuid Transprt BV* (C-452/12) has so far not prompted any practical consequences in Finland.

There seem to be no Treaties or International Conventions that have triggered Article 71 in Finlamd.

There have so far been no problems in Finland with the delineation of application of Article 25 of Brussels Ia and the Hague Convention on Choice-of Court agreements.

Articles 71(a)-71(b), seem not to have so far been applied in Finland.