Coronavirus – frequently asked questions and answers

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What has the government decided about changes to employment legislation, when will they come into force and how will they take effect?

In a press conference on Friday 20 March 2020, the Finnish government announced measures aimed at protecting livelihoods and companies’ payment capacity in the difficult situation caused by coronavirus.

As part of the measures, the government announced changes to employment legislation. The changes came into force on 1 April 2020 and they are in force until 30 June 2020. The changes are as follows:

1. **Shorter minimal negotiation periods per the Act on Cooperation within Undertakings**

   The minimal negotiation periods under the Act on Cooperation within Undertakings in a lay-off situation will be shortened from the current 14 days and six weeks to five days each.

2. **Right to lay-offs to include fixed-term employment contracts**

   The right to lay-offs will be extended to employees on fixed-term contracts to the same extent as they apply to permanent contracts.

   In a lay-off situation, the employee also has the right to unemployment benefit and the right to cancel the employment contract, regardless of its fixed-term nature.

3. **Shorter lay-off notification period**

   The lay-off notification period pursuant to the Employment Contracts Act will be reduced from 14 days to five. The change does not affect collective bargaining agreements; instead, the employer must observe the lay-off notice period stated in the agreement, even if it is longer than five days. Temporary rules on shorter lay-off notice periods have been included in some agreements.

4. **Expansion of cancellation of probation period**

   Probation periods may also be cancelled because of production and financial reasons.

   At the same time, rules will be changed so that people who are on dismissed when on probation will not have to go through a waiting period before receiving unemployment benefit.

5. **Extension of rehiring obligation**

   The rehiring obligation will be extended to nine months if the employee is dismissed at this time when changes are being made to fixed-term employment legislation.
Check the applicable collective bargaining agreement

Temporary changes have been agreed to some collective bargaining agreements, including shorter lay-off notification times and durations of redundancy negotiations. You can find more information about lay-off and redundancy negotiation periods on the Suomen Yrittäjät coronavirus information site under “Temporary changes to collective bargaining agreements”.
The coronavirus is spreading in the community in Finland. What should be done in the workplace?

How should workplaces prepare for the spread of the coronavirus?

All workplaces should closely monitor the situation and adjust their preparedness level in accordance with the situation and official instructions. The foreign ministry recommends against all foreign travel. You should also keep track of any travel restrictions within Finland.

What actions should be taken in the workplace if a worker is suspected to have been infected by the coronavirus infection? How do I pay salary during sick leave?

It is a good idea to use a self-notification system for sick leave. For example, an employer could decide that employees can stay at home as soon as symptoms develop. They can then get in touch, on the phone or via apps, with their local hospital, their occupational health service provider or the emergency department of their local health centre. An employer does not then necessarily have to demand that employees present a doctor’s note for short absences in a situation like this.

It is worth considering that in sick leaves, the sickness allowance qualifying period (1+9 days) begins when the employee has notified his or her employer about sick leave in the agreed way, that is, by notifying them personally or by presenting a nurse’s note. If the employee is unable to work for longer than the qualifying period per the Health Insurance Act, he or she must present a doctor’s note about incapacity to work.

Under the Employment Contract Act, an employer is obliged to pay an employee salary for the qualifying period mentioned above, i.e., until the end of the ninth day following the day the employee falls ill. In employment that has lasted under a month, the employee has the right to 50% of his or her salary. During the qualifying period, the employer does not receive any compensation for salary expenses from Kela.

Collective bargaining agreements usually oblige to pay salary during sick leave for longer than this. Kela pays sickness benefit to an employer if the employer has paid an employee for time off work after the qualifying period. The employer must apply for payment of this sickness benefit within two months of the start of work incapacity. Read more on the Kela website https://www.kela.fi/tyonantajat-sairauspaivaraha
How must the employer ensure occupational safety during the epidemic?

During the epidemic, an employee does not have the right to absence from work based on the risk of infection. However, employers must ensure that their employees can perform their duties safely and must take efforts to reduce the risk of illness. Employers must consider the work itself, working conditions and the rest of the working environment, just as they must consider each employee’s personal circumstances. In an epidemic situation, employers must, where possible, consider the risk of infection when arranging work.

If remote work is impossible, employers can prevent infection through work arrangements and instructions (particularly hygiene instructions). Employers must provide protective equipment for employees when their work duties carry a substantial risk of infection. However, employers are not generally obliged to move employees to different duties (for example, away from customer service) because of an infection risk, unless there is specific reason for doing so.

If an employee is in a risk group because of age or underlying medical condition, the employer should, when necessary, try to arrange work duties to minimize infection risk, without affecting the performance of duties.

Who can process data related to an employee’s sick leave due to a coronavirus infection?

An employer is entitled to process data related to an employee’s health, if the data were gathered from the employee himself or herself or with his or her written consent. An employer can also process data if processing the data is necessary to pay sick leave salary, to enable the payment of health-related benefits, or to establish whether there is a justifiable reason for absence from work.

The employer must appoint the people who will process the data and define the tasks which include processing of health data. This right to processing cannot be given to anyone at all: the person nominated as processor must have a genuine need to access the data. The group must be as limited as possible. In practice, it must only include people whose work tasks can justifiably include health data processing, such as supervisors, HR managers and payroll accountants. Data processors may not tell others about the data they process.

Read more on the Data Protection Ombudsman’s website https://tietosuoja.fi/artikkeli/-/asset_publisher/tietosuoja-ja-koronaviruksen-leviamisen-hilpitseminen

Can an employer tell other employees about an employee’s coronavirus infection?

An employer is generally not entitled to tell, express or disclose information about an employee’s sick leave, or the reasons for it, to other employees or to anyone outside the organization, even if the information could be useful in the workplace. We recommend informing your employees
simply by saying that a certain employee is absent. This naturally also applies to coronavirus situations.


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**Employment, salary payment, remote work and quarantine**

Can I cancel an employment contract I signed with an employee when he or she is due to start work in two weeks?

An employment contract cannot automatically be cancelled, even in the coronavirus situation. However, an employment contract that has already been concluded may be cancelled if the company has production and financial grounds for doing so and the work being offered has been substantially and permanently reduced. Furthermore, an employer may lay off an employee with whom it has signed an employment contract when it observes the normal lay-off notification procedures.

Note the following when cancelling an employment contract. If the notice period for dismissal is longer than the time left until employment would have begun, the employer must as a rule pay salary, and the employee must work, from the agreed start of employment until the end of the notice period. However, in both cases, it is more sensible for both parties to agree that the employment contract will terminate before the employment start date.

If you have signed a fixed-term contract with an employee, you cannot cancel it in this situation either. If you have signed a fixed-term contract with an employee who is not substituting a permanent employee, you cannot lay him or her off.

Can I cancel an employment contract with an employee during his or her probation period on production and financial grounds caused by coronavirus?

Yes. Under the temporary change to the Employment Contracts Act which entered into force on 1 April 2020, an employee’s contract may be cancelled during the probation period on production and financial grounds. Cancelling a contract during the probation period on production and financial grounds is generally not possible, but because of the state of emergency caused by coronavirus, the law was changed to make it temporarily possible until 30 June 2020.

During the probation period, either party may cancel the employment contract. However, an employment contract may not be cancelled on discriminatory grounds, or on any other inappropriate grounds, given the purpose of the probation period. Cancelling an employment
contract during the probation period means ending the contract immediately without a notice period.

However, there are some limitations. There is no right to cancel the contract if you can transfer the employee to, or train for, other duties than the ones that are being terminated on production and financial grounds. Nor can you cancel an employment contract during a probation period when you have hired a new employee for the same kind of work, either before the probation-period contract cancellation or afterwards, even if the conditions for hiring him or her have not changed in that period. Nor can you cancel the contract during probation when re-arranging work has not caused any real reduction in the amount of work.

However, the change in legislation does allow employers to cancel apprentice employees’ contracts during probation periods on production and financial grounds.

**Does an employer have the right to lower employees’ salary if the company’s financial situation deteriorates because of the coronavirus?**

Salary is based on an employment contract and/or the provisions of a collective bargaining agreement. As a general rule, the employer does not have the right to unilaterally change essential terms of an employment contract, such as salary. If an employer wants to reduce an employee’s salary, that requires a financial or production basis for termination. In addition, legal practice has shown that salary reduction can be deemed appropriate in situations where, combined with other measures, it proves inevitable for securing the operating conditions of a company in financial difficulties.

However, nothing prevents an employer and employee agreeing on lower salary. This has to be agreed separately with each employee, however. An employee representative does not have the right to agree on lowering employees’ salaries with an employer without specific authorization from the employees or by using a rule in a collective bargaining agreement. The parties cannot agree to lower salary below the minimum level set by the collective bargaining agreement. Also, exceptions cannot be legally made to statutory overtime and additional Sunday pay. An employer should also check the applicable collective bargaining agreement for a “crisis clause” which allows special actions in a difficult economic situation. The most important thing is for the company to seek commonly acceptable solutions that allow it to come through this difficult situation. In addition, an employer normally has the possibility to lay off employees for financial reasons.

**Can an employer send an employee into unpaid quarantine if he or she comes back from a trip abroad?**

A senior infectious diseases doctor nominated by the municipality or hospital district decides on isolation and quarantine. Thus, employers and occupational health services providers cannot officially quarantine an employee. An employer can, as in any other situation, tell an employee to stay at home, but will still have to pay salary, as normal. We recommend seeing whether your employee can work remotely after coming back from his or her trip.
Can an employer forbid an employee to travel to coronavirus infection areas? What are the employer's salary payment obligations, if employees travel abroad and fall ill?

An employer can ask its employees to seriously consider whether it is worth travelling to high infection-risk areas, but as a general rule it cannot stop an employee from travelling on his or her own time. You can always give recommendations. The employer always decides about work trips.

Under the Employment Contracts Act, an employer is not obliged to pay salary if the employee has caused his or her incapacity to work willingly or by gross negligence. If an employee has, contrary to the employer's request, travelled to an area which an authority (the foreign ministry) has recommended against travel to, the employer must assess whether the employer has caused his or her own illness through gross negligence. If that is the case, it is possible that the employer is not obliged to pay salary during sick leave.

Is an employer obliged to pay salary if a parent voluntarily stays at home to take care of a child the authorities have quarantined?

If an employee needs to be away from work to care for a family member or other close person, the employer must try to arrange work so the employee can take some time off work temporarily. The employer and employee agree on the duration of the leave and other arrangements. On the employer's request, an employee must explain his or her leave and the reasons for returning from it.

An employer is not obliged to pay salary for the leave described above (except for any remote work). A parent or guardian of a child aged under 16 who has been ordered to stay at home to prevent spread of a disease, who cannot thus work, is entitled to the infectious diseases sickness allowance paid by Kela.

Is an employer obliged to pay salary when the authorities close a nursery school or school and a parent stays home to care for a child?

An employee can stay home to care for his or her child on agreement with the employer in this case too. An employer is not obliged to pay salary for this time off work (except for any remote work). The employee is not entitled to any benefits from Kela either.

People returning from epidemic areas must agree on their date of return to work and absence (of two weeks) with their employers. Is an employer obliged to pay salary if an employee without symptoms stays at home because of a recommendation?

Here, we are talking about a recommendation, which is not binding. However, there is good reason for following this recommendation, as it aims to prevent the spread of an epidemic. If an
employee can work remotely, it is worth taking advantage of this possibility. If remote work is not possible, an employer may require an employee without symptoms to return to work as normal. In this case, however, use careful discretion.

It is important for everyone in the workplace to know the government's and other authorities' recommendations and how they affect the employer's and employees' rights and obligations. If an employee has, against recommendations, travelled to an epidemic area, comes back and cannot work, even without symptoms, because of the government recommendation, the employer is not obliged to pay salary.

An employee is not entitled to decide independently to stay home without symptoms on full salary. Instead, the matter always has to be agreed with the employer.

If the employee falls ill, the employer pays salary per the collective bargaining agreement and other regulations.

Is an employer obliged to pay salary if a contractual partner says that workers cannot enter a building site for two weeks after a foreign trip?

In this situation the employer should work out if it can offer employees other work. Under the Employment Contracts Act, however, an employer must pay salary for up to 14 days when an employee is prevented from working because of an obstacle at the workplace that does not depend on the employee and employer. If an employer's contractual partner blocks employees' access to a building site (and the employer cannot offer them any other work for that time), this rule may be applied. In this case, the employer only has to pay salary for two weeks.

In such a situation, you should always talk to your contractual partner about compensating the companies' losses and how a ban on employees entering a building site could affect the fulfilment of contractual obligations.

What remote work practices can a company start using and what do you recommend?

Every company should go through its own remote work practices based on its operating possibilities. If the work can be done remotely, we recommend that it is.

Can an employer require employees to take work tools home at the end of the day to ensure work can be done remotely in the event of quarantine?

If remote work has been agreed, employees will naturally need their work tools at home. Employers should instruct their employees about how remote work will work in practice. A natural part of this is instructing them to take their work tools home with them from work.
Can an employer ban an employee from coming to work or order him or her to work remotely?

A senior infectious diseases doctor appointed by the municipality decides on isolation and quarantine. Thus, employers and occupational health service providers cannot send an employee into quarantine. As in any other situation, an employer can order an employee to stay at home, but if the authorities have not quarantined him or her, the employee’s salary must be paid.

It is possible to instruct an employee to work remotely if remote work can be considered a normal work practice and the employee has everything necessary to work remotely.

Questions about laying staff off
How do lay-offs happen?

A lay-off means temporarily halting work and the payment of salary while the employment contract otherwise remains in force. It is based on an employer's decision or a contract that is signed on the employer's initiative.

The employer informs the employees of a lay-off, using a lay-off notice, at least 5 days before the start of the lay-off. This new, five-day lay-off notice period is based on the temporary amendment to the Employment Contracts Act which came into force on 1 April 2020. It is in force until 30 June 2020. If you, as an employer, are bound by a collective bargaining agreement, the lay-off notice period is always determined by that agreement. In some sectors, the lay-off notice period in the collective bargaining agreement has been reduced to three days. In many agreements, however, the lay-off notice period is longer than five days (e.g. 14 days), and employers must adhere to that longer period instead of the statutory, shorter period. You can find more information about lay-off notice periods per collective bargaining agreements in this document and on the Suomen Yrittäjät coronavirus information site under “Temporary changes to collective bargaining agreements”.

Example: When the rule is 5 days' notice, the period is calculated as follows. The employer gives notice of lay-offs on Wednesday 1 April. The first day of the lay-off is Monday 6 April.

If the employer gave notice of lay-offs before 1 April 2020 and the notice period has not yet ended, it may lay off employees when at least five days have passed since notice was given. However, employers must tell employees about the shortened notice period no later than the day before the lay-off period begins.

The five-day lay-off notice period, under the Employment Contracts Act, is in force until 30 June 2020.

You should provide the lay-off notice in writing, even though the law allows you to inform employees about lay-offs in person. The Suomen Yrittäjät document bank has a lay-off notice template. A lay-off notice must include the basis for the lay-off, its start date, and duration or estimated duration.

Before providing lay-off notice, an employer must present the employees with a prior clarification of the planned lay-off. This prior clarification may also be given in writing. The prior clarification must contain

- the basis for the lay-off
- estimated extent
- way in which lay-offs will occur
- start date
- duration or estimated duration
After providing the prior clarification, and before the lay-off notice, the employer must give the employees or their representative a hearing on the clarification. There are no rules about the time between the prior clarification, hearing and lay-off notice. That means a lay-off notice can be given after the prior clarification and hearing.

Companies which regularly employ at least 20 employees do not have to provide a prior clarification or give employees a hearing. In these small companies, the procedures laid down by the Act on Cooperation within Undertakings apply. This file has more information about that below.

Can an employer diverge from the statutory lay-off notice period or collective bargaining agreement if work is prevented by the coronavirus?

Under the Employment Contracts Act, an employer must give an employee 5 days’ notice of the start of a lay-off. The lay-off notice period may also be determined by the collective bargaining agreement which governs the employment contract. As a general rule, exceptions cannot be made to this notice period. This five-day notice period is now temporarily being used because of coronavirus until 30 June 2020.

However, an employer and employee can agree on a temporary lay-off when it is necessary because of the employer's financial or production situation. If this is agreed, the lay-off notice period under the law or collective bargaining agreement does not need to be followed. In addition, the collective bargaining agreement may provide for breaking off lay-offs, so it is always worth checking the agreement.

Can the start of the lay-off be delayed or the lay-off cancelled if the situation changes?

By law, the only way to change the start date of a lay-off is to cancel the lay-off and give notice of a new lay-off, while following the statutory notice procedure, unless otherwise provided for by the collective bargaining agreement. An employer and employee may, however, always agree on moving the start of a lay-off. A lay-off that has already been announced can be cancelled at any time before it begins.

Can a lay-off be interrupted, and how, if the situation changes?

The law does not allow for unilateral interruptions to lay-offs. Thus, an employer cannot unilaterally order an employee to return to work during a lay-off and then have the lay-off continue after the employee has worked for a while. However, the employee and employer can always specifically agree on interrupting the lay-off. If an employer wants to unilaterally interrupt a lay-off, it must call the employer back to work and after that, if necessary, announce a new lay-off using the normal notification procedure.
A collective bargaining agreement may, however, have provisions for interrupting a lay-off. If the collective bargaining agreement allows it, the lay-off can be interrupted because of temporary work. After that, the lay-off can continue without a new lay-off being notified.

How are employees to be laid off chosen? Is there a lay-off priority?

The law says nothing about the order in which employees should be laid off. That means length of service does not affect lay-off priority, for example. The employer chooses which employees to lay off. A general premise is that key personnel who are most important for the company’s operations are laid off last. The collective bargaining agreement may have rules about lay-off priority, so always check it. Employees cannot be chosen for lay-offs on a discriminatory basis, such as age or sex.

Can employees on fixed-term contracts be laid off in this kind of special case?

Under the amendment to the Employment Contracts Act which came into force on 1 April 2020, employers may lay off employees on fixed-term contracts on the same grounds as permanent ones. They can also lay off apprentices who are on fixed-term contracts. This exception is in force until 30 June 2020.

When it expires, the main rule of the Employment Contracts Act will be in force again. It states that an employee on a fixed-term contract may only be laid off if he or she is substituting a permanent employee and the employer could have laid off that permanent employee if he or she were in work.

What do I do, if as an employer I want to make changes (such as laying off, dismissing, etc.) to an apprentice’s fixed-term employment?

The same rules apply to apprentices on fixed-term contracts as they do to others on fixed-term contracts. In this regard, the answer to the last question about lay-offs applies.

As a general rule, an apprenticeship, as a fixed-term contract, cannot be terminated, unless otherwise stated in the contract. However, the contract may be cancelled, both

- after the agreed probation period,
- on another cancellation basis set out in the Employment Contracts Act, in accordance with the Act on Vocational Education (2017/531),
- when the employer winds up business, declares bankruptcy or dies, or
- with permission of the educational institute following the termination principle set out in the Employment Contracts Act.
What do I do if the temporary lay-off is ending and there is still no work to offer my employees?

If you lay off employees because of a temporary reduction in work, the lay-off may last a maximum of 90 days. You can also lay employees off until further notice if you have grounds for dismissal based on production or finances. In this case, lay-offs are an alternative to dismissals.

If there is no work to offer when a temporary lay-off ends, you should as an employer consider dismissal. You can continue the lay-off by issuing a new lay-off notice. If you want the lay-off to continue without a break, you must issue the new notice in due time for the new notice period to end before the end of the ongoing lay-off.

If an employer terminates the employment contract, it must pay the employee salary for the notice period. Because lay-offs are an alternative to dismissals and are intended to be temporary, the Employment Contracts Act states that the employer must also pay the employee salary during the notice period in the event an employee quits the job during a lay-off that has lasted at least 200 days. In this case, the employer must pay the employee the normal notice period salary it would have paid after dismissing an employee.
Questions about annual leave

Can an employer order an employee to take annual leave because of the coronavirus situation?

When the employer decides the dates for leave, it must tell the employee no later than two weeks before leave begins. That means that an employer cannot make an employee take leave for a lay-off notification period, for example.

Note also that as an employer you cannot unilaterally make an employee take annual leave he or she has accrued during the present leave year, which ends on 31 March 2020, before the leave period which begins on 1 May 2020. If an employee of yours has winter holiday he or she has not taken, or summer holiday left over from last year, you can make him or her take this holiday when you inform him or her two weeks in advance.

An employer and employee can, however, agree on how to take annual leave in the way they consider best.
Questions about Act on Cooperation within Undertakings

What are the negotiation periods set by the Act? Can an employer announce lay-offs before or after the negotiations begin?

If an employer is considering termination, lay-offs or reducing employment contracts to part-time for one or several employees, the employer must give a written negotiation proposal to commence the cooperation negotiations and employment measures, no later than five days before the start of negotiations.

The Act on Cooperation within Undertakings was amended on 1 April 2020 to shorten the duration of cooperation negotiations from 14 days or six weeks to five days. If an employer is considering lay-offs, the minimum negotiation period is five days. The parties can agree otherwise in the negotiations. This shortened negotiation period is in force until 30 June 2020.

If terminations or reductions of contracts to part-time are being considered for fewer than 10 employees, the minimum negotiation period is still 14 days, unless otherwise agreed in the cooperation negotiations. If the terminations or reductions of contracts to part-time being considered by the employer affect at least 10 employees, the minimum negotiation period is six weeks, unless otherwise agreed in the cooperation negotiations.

Any terminations, lay-offs or reductions to part-time contracts can only take place when the negotiations have ended and, for example, in the case of lay-offs, the lay-off notice period is calculated from the date the lay-off notice is given.

For some collective bargaining agreements, abnormally short lay-off negotiation periods have been agreed because of the coronavirus crisis. For example, in the new agreements for the retail sector, hotel, restaurant and catering sector and technological industry sector, shorter time limits have been made possible for negotiations.

An employer may observe shorter negotiation proposal periods and negotiation durations under the applicable collective bargaining agreement. You can find more information about lay-off and redundancy negotiation periods on the Suomen Yrittäjät coronavirus information site under “Temporary changes to collective bargaining agreements”.

Can exceptions be made to the negotiation obligations of the Act if the changes to operations and necessary measures are due to the coronavirus?

Under Section 60 of the Act, an employer can make a decision on a change in work tasks, working time arrangements, terminations, lay-offs or reductions to part-time contracts without cooperation negotiations, if there are particularly weighty unforeseen reasons harming the company’s
productive or service operations or finances which it could not have been known in advance and which prevent cooperation negotiations. However, this possibility to make exceptions should be interpreted very strictly. In addition, once these weighty reasons no longer apply, the employer must without delay begin cooperation negotiations which should also establish the grounds for the abnormal procedures.
When an entrepreneur falls ill and goes into quarantine

Does an entrepreneur have the right to the infectious disease sickness allowance paid by Kela if he or she falls ill or has to be quarantined?

Kela can pay infectious disease sickness allowance when the entrepreneur has been ordered to stay away from work, isolated or quarantined to prevent the spread of an infectious disease, such as coronavirus. If an entrepreneur falls ill with the disease, he or she has the right to sickness allowance paid by Kela.

The amount of infectious disease sickness allowance is set according to the YEL or MYEL income level in force when sick leave begins. For the allowance to be paid, one of the following three conditions needs to be paid:

- a senior municipal infectious diseases physician has deemed that the entrepreneur should stay away from work
- a senior hospital district infectious diseases doctor has ordered that a worker be quarantined or isolated
- a person in isolation or quarantine in an EU country has a note from a doctor who has the right to assign such restrictions in the EU country in question. There is no qualifying period for the infectious diseases sickness allowance.

Infectious diseases sickness allowance can only be paid for the days when the person could not work because of quarantine or isolation. The allowance is thus not paid in positions where the work could be done remotely, for example. There is no qualifying period for the infectious diseases sickness allowance.

Sickness allowance is paid when the person’s incapacity to work has lasted for at least the qualifying period. For entrepreneurs insured under YEL, the qualifying period is the day that the entrepreneur falls ill. Working days are considered Monday–Saturday, excluding public holidays.

If an entrepreneur is not insured under YEL, the qualifying period is the day the entrepreneur falls ill and the nine subsequent working days, as is the case with employees. The name of the benefit paid for this “general qualifying period” (illness days 2–10) to entrepreneurs is YEL allowance. If the illness lasts longer, this allowance becomes sickness allowance after the general qualifying period.

The amount of sickness allowance is set accordance with annual income. Annual income is calculated for an inspection period. This is the 12 calendar months preceding the month preceding the start of the right to the allowance. The amount of an entrepreneur’s sickness allowance is set exclusively in accordance with his or her declared YEL income level. Entrepreneurs’ annual
Income is considered as the declared YEL and/or MYEL income level for the last 12 months. Salaries from the entrepreneur's own company and earnings from business activities are not included in this calculation of annual income. If the declared YEL or MYEL income level changed during the 12-month period, the average declared income level is used.

If a person has another income in addition to business activities, such as salary from work for another company, this is considered when calculating sickness allowance. In the YEL allowance paid for the general qualifying period (days 2–10), only the declared YEL income level is used for calculations. If the entrepreneur had no income during the period under consideration, or it was very small, the allowance is always at least the minimum amount.

You can calculate your allowance using the ready reckoner on the Kela website.

To receive the YEL allowance, you must receive a nurse’s note proving incapacity to work, at the very least. To receive sickness allowance, you must generally get an A note (“A-todistus”) from a doctor for the first 60 days of work incapacity, and a more extensive B note (“B-todistus”) after that.

What compensation can an entrepreneur receive if he or she cannot work because a child’s school is closed? And what if a child falls ill and is quarantined?

A parent or guardian of a child aged under 16 (regardless of employment status) who has been ordered to stay at home to prevent spread of a disease, who cannot thus work, is entitled to the infectious diseases sickness allowance paid by Kela mentioned in the previous question. This only applies, however, to the aforementioned quarantine and isolation. If the child’s nursery school or school is closed, the parent is not entitled to the allowance. In situations in which the child falls ill and an entrepreneur stays at home to look after the child, the entrepreneur is not entitled to benefits, even though he or she may lose income.

Can an entrepreneur receive general housing allowance and social assistance?

As a low-income entrepreneur, you may be entitled to Kela general housing allowance or social assistance, in which the supplementary part is paid by social services in your municipality. If your finances are bad, apply right away on the Kela website. This is the only way to find out for certain whether you and your family are entitled to general housing allowance and social assistance.

Can an entrepreneur receive unemployment benefit?

Bill proposed on 2 April – not yet in force

The government proposed legislation on 2 April to temporarily give entrepreneurs the right to receive unemployment benefit alongside running a business. The bill will next be deliberated by
parliament. This means that this proposal has not yet become law. It will enter into force as soon as possible, probably before Easter.

The change in the law will mean that entrepreneurs can receive labour market support (€724/month) for the period 16 March – 30 June 2020. If you register as a jobseeker by 15 April, you will be entitled to the labour market support retroactively, with effect from 16 March, as long as you meet the requirements for receiving the support. You can register as a jobseeker now, if you like.

Under this change, when would an entrepreneur get labour market support?

The change in the law applies to all entrepreneurs, regardless of size and business entity. To receive labour market subsidy as an entrepreneur, your full-time business activities must have ended, or your monthly income from your business must be less than €1,089.67. (If there is more than one entrepreneur running the business, the average of income of each must be below this limit.)

Under the change in the law, labour market support (€724/month) can be paid without a waiting period. If you have income from your business, the level of unemployment benefit you receive is adjusted. However, as a rule, if your monthly income is less than €300, your unemployment benefit payment will not be reduced at all. After €300, each euro you earn from your business will reduce each euro from unemployment benefit by 50 cents.

How do I apply for labour market support?

Register with TE Services as a jobseeker. Explain to them how your primary business activity has ended or your income from it has reduced because of the coronavirus epidemic. Generally, as an entrepreneur, the information you give to TE Services about how your business activities have ended is the basis for their decision.

You must state which sector your business operates in. You must also explain how coronavirus, and the subsequent limitations and recommendations, have meant you no longer work full-time in your business. Alternatively, you can give TE Services information about your income from your business. In this case, your drop in income must be because of the coronavirus pandemic.

TE Services will inform Kela that you have the right to labour market support. Kela will then pay the labour market support.

Can I receive unemployment benefit in addition to other forms of financial support?

Yes. An entrepreneur can receive unemployment benefit alongside support which is intended for business development and business expenses. One example is the sole entrepreneur support which the municipalities will soon pay. You can receive it alongside unemployment benefit.
This support may reduce the amount of unemployment benefit you receive if you use it for personal expenses or if the support is considered your income or salary. If, however, you use the support from the municipality to pay for business expenses, it will not affect your unemployment benefit.

The sole entrepreneurs’ support is intended for business activities, while unemployment benefit is intended for personal expenses.

**Entrepreneur’s unemployment benefit situation now, before the bill of 2 April has come into force**

If you have to wind up your business operations completely, you may be entitled, as an entrepreneur, to unemployment benefit. If this happens, register as a jobseeker immediately with the TE (labour exchange) office.

For the purposes of unemployment benefit, entrepreneurial activity can be considered wound up when:

a) you have sold your business

b) your business has gone bankrupt

c) your business has gone into liquidation (note that serving as a liquidator may prevent you from receiving unemployment benefit)

d) the partners have made an agreement that is not about the winding up of a limited liability company (OY)

e) production and financial operations have ended and you, the entrepreneur, have:

   1) ended your YEL or MYEL pension insurance policy
   2) applied to the Tax Administration for removal from the pre-payment register and employer register and
   3) applied to the Tax Authority for removal from the VAT register or notified the Tax Authority of the termination of business operations

f) If you are a sole trader (toiminimi), your business operations are considered to have ceased when

   1) you, the entrepreneur (the new jobseeker), have provided a reliable statement that shows that production and financial operations have ceased, or it is otherwise clear that operations will not continue; and
   2) you have ended your statutory YEL or MYEL pension insurance policy.
Members of the SYT unemployment fund can receive earnings-related unemployment benefit.

Other jobseekers receive basic unemployment benefit and labour market subsidy from Kela.

To receive both earnings-related and basic unemployment benefit after being an entrepreneur, you must meet the employment requirements (business operations and membership of the unemployment fund for the past 15 months, and declared YEL income of €13,076 (as of 2020)).

There is no such condition for the labour market subsidy.

Kela pays labour market subsidy of €33.36/day (2020), not including supplements (such as child supplement). The benefits described above are paid for five days a week (including holidays which fall on weekdays). There is a five-day qualifying period for receiving earnings-related benefit from the unemployment fund.

Questions about business operations

Contracts between companies

Do the problems caused by the coronavirus constitute a force majeure obstacle to the fulfilment of contractual obligations?

In contractual relationships, the starting premise is that contracts must be honoured. The coronavirus epidemic does not change this premise.

Force majeure means events

- which occur after the contract is signed
- which the parties to the contract could not affect
- which could not be predicted when the contract was signed, and
- which prevent the contract being fulfilled, in full or in part, or make it unreasonably difficult

All four of the above requirements must be fulfilled for the situation to qualify as force majeure.
Whether a situation on hand is a force majeure circumstance is always evaluated on a case-by-case basis. The coronavirus in itself is not automatically a force majeure circumstance. Instead, a party to the contract must always be able to show the specific way in which the virus has prevented it from delivering the goods or services under the contract.

A party that suffers a force majeure obstacle does not normally have to pay damages caused by such an obstacle. It is also usually freed from contractual penalties. However, the parties can agree on consequences for force majeure obstacles. For example, it is common to agree that a party has the right to terminate the contract if the force majeure obstacle lasts a certain time.

Contracts often include a clause on force majeure and on how parties should act if one of them appeals to force majeure. For this reason, an entrepreneur who wants to appeal to force majeure, or whose contractual partner does so, should first check what the contract says about the matter. However, on general contract law principles, a party can appeal to force majeure, even if the contract does not explicitly mention it.

Can I cancel a contract because the coronavirus makes honouring it financially impossible, or disadvantageous in some other way?

In contractual relationships, the starting premise is that contracts must be honoured. Contracts between companies bind both parties, and both parties have to honour them. As a general rule, then, contracts cannot be cancelled without the other party’s consent or a contractual term that entitles the party to cancel. In such a case, it might be sensible to think about terminating the contract, if the contract allows it, or suggesting a change in contractual terms to the other party. The first thing is always to discuss the matter with the other party. The coronavirus situation on hand at present is a challenge for all of us and therefore it is a good idea to search for common solutions together.

You can provide for changing circumstances and unexpected situations when drafting the contract. You can include terms in the contract which say, for example, that if a certain situation occurs, the terms can be changed, the contract can be terminated, or the situation frees the parties from the obligation to pay damages or other liabilities (force majeure).

A business associate (not a consumer) cancelled an event for which I was supposed to cater, under a contract we had signed. We had agreed on a reservation fee/cancellation fee. Can I keep the paid reservation fee or charge a cancellation fee for the cancelled event?

The consequences of contractual breaches are primarily defined by the parties’ contract. So, if the parties have agreed that when the other party has the right to certain compensation (e.g., reservation fee, cancellation fee) following a cancellation, the contract must be honoured. In
addition, the fact that contracts are, as a general rule, binding and cannot be unilaterally cancelled must be considered.

If a party cancels a contract without approved grounds for doing so under the contract or general contract law principles (such as force majeure), it breaches the contract. Unless the contract states otherwise, the breaching party must pay the other party damages, which are, as a general rule, defined by “positive beneficial interest”. In practice, this means that the party which suffers the breach must be brought to the financial position it would have been in had the contract been fulfilled correctly.

Do I have to shut down my business during the epidemic?

If official orders do not limit business operations, you can continue to run your business as normally as is possible. For example, because the government has limited public meetings to 10 people or fewer, organizing spectator events is currently forbidden. The government has also closed swimming pools and other sport facilities, so no business can take place there.

Naturally, you can decide to close a shop that you run, or halt business operations, if it is not rational for financial or health reasons.

If you belong to a risk group, it might be worth considering halting your operations. We have discussed the effects of stopping business operations on employment and company contracts in answers to other questions.

Contracts between a company and consumers

Are reservation fees binding when consumers cancel orders or services they have booked because of the coronavirus? Are there any possibilities for entrepreneurs to receive compensation from consumers who cancel orders or service bookings?

In this situation, the provisions and principles of the Consumer Protection Act are applied. If a consumer cancels an order, the seller does not have the right to keep to the contract and demand payment of the retail price.

However, the seller has the right to compensation. In sales of goods, the regulation applied is found in Chapter 5 Section 28 of the Consumer Protection Act. The principle of this rule may also be applied to other consumer agreements which do not concern goods. Under this rule, if the buyer cancels an order, the seller is entitled to compensation for any particular costs he or she has incurred for concluding and fulfilling the contract and which are likely to be of no use, as well as for any particular costs incurred due to the cancellation or withdrawal of the contract.
For other losses, the seller is entitled to reasonable compensation, considering the price of the goods, the time of cancellation or withdrawal of the contract, the measures undertaken to perform the contract, as well as other circumstances.

A contract under which the seller has a right to liquidated damages for withdrawal or cancellation is valid if the contractual compensation is reasonable.

The seller is not, however, entitled to compensation or to keep a reservation fee if the order cancellation is due to the provisions of a law, the interruption of general transport or payment transactions or other similar obstacle which the buyer cannot reasonably avoid or overcome. The coronavirus epidemic alone cannot be considered such an obstacle: there has to be a clear causal link between the cancellation and the obstacle. That may be the case in a situation in which the consumer cancels a hair appointment because she has caught the virus.

You can read more about consumer rights from the coronavirus perspective on the Finnish Competition and Consumer Authority website.

Can an entrepreneur cancel a contract he or she has signed with a consumer?

The general rule is that contracts are binding. Thus, an entrepreneur cannot cancel a contract signed with a consumer without acceptable grounds. Consumers are not generally entitled to compensation for additional costs or expenses caused by a force majeure situation, such as if the coronavirus limits or cancels service offering.

For example, if an entrepreneur falls ill and the contract cannot be fulfilled by anyone else (because the entrepreneur runs a single-person business, for example), the entrepreneur can claim force majeure, freeing him or her from the obligation to fulfil he contract for the duration of the obstacle. However, the main rule in such a situation is that consumers should be refunded the price they have paid for services. It is important for the parties to keep each other informed in such situations.

You can read more about consumer rights from the coronavirus perspective on the Finnish Competition and Consumer Authority website.

Business insurance

Can I claim compensation from business interruption insurance for the damage and inconvenience caused to my business by the coronavirus?

The purpose of business interruption insurance is to compensate a business for profits that are lost when its operations are made difficult, or it has to cease operating entirely, because of a sudden, unpredicted event. Business insurance policies and the interruption insurance included in them usually covers normal damages to property, hardware breakage, illness, accidents, and the profit losses they cause the business. Interruption insurance generally compensates for financial
damage caused by an interruption. Such an interruption must be caused by material damage
mentioned in the terms of the policy, such as a fire or machine breakdown.

As a general rule, interruption insurance does not compensate for interruption of business caused
by coronavirus, because the case is not material damage intended by the insurance policy.

Terms of coverage and compensation vary by insurer. We encourage you to check your policy
and terms to see what you are covered for.
Business interruption insurance policies only give insurance coverage for unexpected interruption
of business operations in situations defined in the insurance terms. An essential element of
business interruption insurance is that businesses can use such policies to protect themselves
against individual risks to their operations. Such risks are separately defined in advance in the
insurance terms. General difficulty of doing businesses and a loss of customers caused by the
epidemic do not entitle policyholders to payouts.

Business interruption insurance may also include “epidemic coverage”, which is intended mostly
for companies in the agri-food and catering sectors. Typically, epidemic coverage covers movable
property and the costs for cleaning and disinfection costs of premises. As a general rule, epidemic
insurance only compensates for interruption to business operations specifically due to an official
order concerning the business activities and its insured premises. If, for example, the authorities
order a business’s insured premises to be closed and cleaned because of a detected coronavirus
infection, the business may receive compensation to the extent laid out in the insurance terms.

In addition, interruption insurance policies can cover coverage for prohibition of access to
premises. This is intended for situations in which good, unimpeded access is important for the
company’s business. As a general rule, coverage for prohibition of access to premises requires an
official order to restrict dangers. The order must prohibit entry to the insured business’s premises.

To receive compensation, you must file a claim with your insurer. Your insurer must make a claims
decision on the matter, which it must justify. Your insurer must be particularly careful to justify its
decision when it is negative or diverges from your claim.

If the claims decision was not the one you expected, you should first discuss the grounds for it
with your insurer. After this, if necessary, you can contact the Finnish Financial Ombudsman
Bureau (FINE), which can advise you and help straighten out problems with your insurer. Your
matter might be taken to the insurance board (Vakuutuslautakunta) for resolution. It recommends
solutions in insurance disputes. If that does not resolve the matter, you can take the claims
decision to court.

Paying rent on business premises

Can a tenant’s rent be adjusted when the authorities give an obligatory order
which makes rented premises partly or fully impossible to use as intended?

If the amount of rent contradicts good rental practice, or is otherwise unreasonable, the rent
may be adjusted. When assessing whether rent is reasonable, the entire content of the lease
and the position of the parties, both during and after the lease was signed, as well as other circumstances, must be considered.

If the premises’ specified purpose in the rental lease, that is, the operations for which they were rented, is partially or fully prevented, the rules for adjusting and making rent reasonable may be applied.

The obligation to completely close restaurants, night clubs, bars and coffee shops to customers is a valid basis for reassessing the rent level in light of changed circumstances. These limitations may bring about significant changes in the business activities done on the premises.

If you are a tenant in this situation, you should submit a request to your landlord for lower rent without delay and start negotiations with them about the term in the contract governing the amount of rent. In the long term, finding joint solutions in this difficult situation is in both parties’ interests. Note that in a situation like this you should make any changes to the lease in writing.

When adjusting the rent, consider how the new government orders will affect your (the tenant’s) ability to do business on the premises and your opportunities for continuing operations on the premises.

If the parties cannot agree on adjusting the rent, you can in the final instance ask a court to investigate how reasonable the rent is. You need to bring the matter to court while the lease is still valid. If the lease has expired, a court cannot investigate whether the rent is reasonable any longer.
Questions about the wider economic situation

What should I do if my business’s finances are getting worse?

You should seek advice and help for trouble with your business’s finances as soon as you notice the situation deteriorating. The sooner entrepreneurs start solving their financial difficulties, the more likely they are to bring their businesses back to financial health. You can contact the Suomen Yrittäjät telephone advice service on 09 229 222 on weekdays between 08:00 and 18:00. You can also get free financial assistance from the Yritys-Suomi Talousapu service on +358 2 95024880 and at https://www.suomi.fi/palvelut/puhelinsiointi/yritys-suomi-talousapu-neuvontapalvelu-elinkeino-liikenne-ja-ymparistokeskus/1e2d4b82-36d7-4fa8-bdd6-4c5b46afc6bb. The service is open Monday–Friday 09:00–16:00.

What should entrepreneurs know if they are unable to pay their bills on time?

Don’t do nothing. To stop your invoices going into debt collection, you should contact your lenders and arrange a payment plan. You should agree on such matters in writing, for example by email. If you have already received a letter about debt collection, you can try to arrange a payment plan with the agency.

I have received a letter from a debt collection agency. Should I pay the debt collection fees and late payment fees even if my payment difficulties are due to the coronavirus?

Answer: If you pay an invoice late, you have to pay the late payment fees and debt collection fees that this causes, unless you have agreed a payment plan with the issuer of the invoice. Debt collection legislation and the authorities’ opinions allow entrepreneurs to be charged €40–100 in debt collection fees for each invoice paid late. If you feel the debt collection fee is too high, you can contact the Southern Finland Regional State Administrative Agency:
Can I take a break from my YEL contributions if my business activities come to a halt?

Your mandatory YEL contributions are based on your declared income from your business activities. If an entrepreneur’s work in his or her business is reduced, for any reason, to an income of below the mandatory minimum income (€7,958.99 in 2020), the YEL insurance coverage may be ended. Valid YEL coverage is the basis for infectious diseases sickness allowance and sickness allowance, so you should think carefully before taking this step.

Questions about taxation

What can I do when there is too much tax to pay or I cannot file on time?

You should use the Tax Administration’s MyTax service to reduce your tax prepayments when your income is smaller than previously estimated. Under temporary rules, you can lower your prepayment taxes for 2020 by filing a notification yourself, without intermediate financial statements or other written explanations. You can also apply for changes to the months in which your prepayment taxes fall due. If the prepayment taxes you had to pay in 2019 were incorrect, the coronavirus situation is not grounds for requesting a refund of last year’s prepayment taxes or for not paying additional prepayments.

The Tax Administration cannot grant additional time for filing self-assessed taxes (such as VAT), but it can choose not to charge for late filing because of a special reason, such as illness. You can ask the Tax Administration to waive late penalty charges on the filing due date (12th day of the month) or immediately afterwards

- by calling the Tax Administration on 029 497 008 (VAT matters) or
- by sending a message in MyTax: My tax matters > Activities > All activities > Messages and appointments > Send a message.

You can apply for additional time for filing your income tax return in MyTax. The Tax Administration can grant extra time for filing because of a special reason, such as illness, preventing filing on time. (Do not submit a doctor’s note; a free-form explanation is enough.) You can also use the “Application for extension of time to submit tax return”. NB! The Tax Administration must have the application by no later than the filing due date.
You should always file taxes by the normal deadlines if your business does not have any particular reasons not to file them on time. Do not apply for deadline extensions “just in case”, as the applications take up Tax Administration resources needlessly.

The Tax Administration is making its processes more efficient in a number of areas: changes to advance tax, payment arrangements and returns of VAT. It is doing this to give entrepreneurs and companies quick, flexible help for difficult situations and to support them to weather this exceptional crisis.

What do I do if I cannot pay my business’s taxes on time?

As soon as you notice that you cannot pay taxes on time, you should contact the Tax Administration to set up a payment arrangement.

From 25 March 2020 until the end of August 2020, you can apply for an eased payment plan or “payment arrangement” in MyTax. You can also apply for a payment arrangement by calling 029 497 028.

When applying for a payment arrangement, you do not need to give the Tax Administration any explanation of payment difficulties. When making your request, all you need to give is information about how long you want your payment arrangement to last and contact details that the Tax Administration can use to ask you for additional information if necessary.

If you already have a payment arrangement in place, and you have difficulties paying taxes because of the corona virus situation, you can apply for a new payment arrangement in MyTax from 25 March 2020. When you apply for a new payment arrangement, you can set up an eased payment arrangement if your application meets the necessary conditions.

The Tax Administration recommends taxpayers only to apply for a payment arrangement when taxes cannot be paid. They recommend against people applying “just in case”. The payment arrangement will come with the same conditions and late payment interest rate, even if you apply for it after the tax due date. If you have taxes due in April that you cannot pay, apply for a payment arrangement in April.

As of 25 March, taxes that are included in a payment arrangement application are not recovered by enforcement authorities and the business’s tax debt is not published in the tax debt register or the “protest list” (list in newspapers of companies who have not paid debts). The Tax Administration will process all requests for a payment arrangement after the amendment on the lowered interest rate enters into force. The coronavirus situation is likely to mean a large number of requests and longer processing times. Just applying for a payment arrangement prevents your unpaid taxes being sent for debt recovery, even if approving your application taxes time to be approved.
Legislation that is currently being worked on means that the late payment interest for taxes included in a payment arrangement will drop from 7% to 4%. The lower interest rate will only apply to taxes included in a payment arrangement with a due date after 1 March 2020.

Under the new terms, the first instalment of the payment arrangement will fall due three months after the arrangement is approved, as opposed to just one month. The Tax Administration will automatically include any new tax debts you incur after the payment arrangement has been approved in the arrangement until 31 May 2020. You can benefit from the lower interest rate, the delay of the due date of the first instalment to three months after approval, and including new tax debts until the end of May, even if you apply for a payment arrangement after your self-assessed taxes for April, for example, fall due. (This presumes that you paid your March taxes on time.)

You cannot get a payment arrangement if you have tax debt in debt recovery, or if you have not filed taxes or information with the incomes register. If you have a previous payment arrangement that you filed to honour, your application for a payment arrangement now might not be honoured.

The eased terms for payment arrangements also apply to payment due date extensions granted for car tax and excise duties. You can request a payment due date extension by calling the Tax Administration service number 029 497 156.

Always contact the Tax Administration if you have difficulties paying taxes. Do not just leave your self-assessed taxes unpaid; pay them in smaller instalments if you can. This is how to apply for a payment arrangement in MyTax.

How long will it take for the Tax Administration to approve my payment arrangement application?

The lower interest rate for late payment interest enabled by eased terms for payment arrangements requires a temporary change in legislation. The Tax Administration will start processing all payment arrangement applications as soon as possible once the amendment on the lowered interest rate enters into force. At the time of writing (24 March 2020), the legal amendment will come into force at the end of April. The Tax Administration currently estimates it will take 1–2 weeks to process applications once the amendment enters into force.

That means that the first decisions on payment arrangement applications can be expected from May onwards. However, just applying for a payment arrangement means your taxes will not be sent for debt recovery.

A payment arrangement will enter into force as soon as the Tax Administration has approved the application for it. You will immediately see an approved payment arrangement on MyTax. You can also read the payment arrangement approval letter immediately on MyTax once your case has been approved. Letters about payment arrangement will also be posted to you if you have not set up electronic messages from Suomi.fi.
I got an eased payment arrangement, but now the Tax Administration has sent me a letter telling me to pay. Is my payment arrangement application still valid?

If you have applied for an eased payment arrangement for the tax, your application is still valid and you don’t need to take any action on the letter. The tax you applied for a payment arrangement application for is not recovered by enforcement authorities and your business’s tax debt is not published in the tax debt register or the “protest list” (list in newspapers of companies who have not paid debts).

All applications for eased tax arrangements are on hold until the law can be changed to temporarily lower late payment interest rates. Only when the law is changed can the Tax Administration start processing applications. Until the law comes into force and applications can be processed, taxpayers may still receive notices about unpaid taxes or debt enforcement.

The Tax Administration will automatically include any new tax debts you incur after the payment arrangement has been approved in the arrangement until 31 May 2020.

What are the due dates for my eased payment arrangement if my application is approved?

The first decisions on eased payment arrangement applications can be expected from May onwards.

That means that the first due date for an eased payment arrangement approved in May will be in August, and then monthly.

I’ve already paid tax, but can I ask for it be used for paying a different type of tax?

If the payment has already been used for a certain type of tax, it cannot be assigned to a different type of tax. Check that you used the correct payment details, including the correct reference number, to allow correct assignment of your tax.

You can only request that a payment be assigned to another tax type when the payment has not yet fallen due. (For example, an advance tax or VAT payment falling due next month.) A payment intended for taxes which fall due in the future may also be refunded if there are no taxes due.

I am due to receive a tax rebate. Will I receive a refund in my account, even though I have a payment arrangement in place for unpaid taxes?

No, as the tax rebate will be used to pay unpaid taxes. Tax rebates are also used to pay for taxes that are part of payment arrangements. No change has taken place here.
Will my unpaid taxes be placed in debt recovery?

When you apply for a payment arrangement, the taxes that are part of it are not placed in debt recovery. In this situation, taxes that are included in a payment arrangement application are not recovered by enforcement authorities and the business’s tax debt is not published in the tax debt register or the “protest list” (list in newspapers of companies who have not paid debts).

I cannot pay my taxes on time. Can the late payment interest be waived?

The Tax Administration says that the coronavirus situation and the payment difficulties it causes are not grounds for waiving late payment interest. If you have difficulty paying taxes, you can apply for a payment arrangement, which will come with a lower interest rate. See the previous question, “What do I do if I cannot pay my business’s taxes on time?”

The Tax Administration says that if a taxpayer cannot pay taxes by the due date because of a sudden illness or quarantine, and the details required for payment are not available and the taxpayer cannot use electronic services, then it may be possible to waive late payment interest. You can apply for a late payment interest waiver on MyTax.

Can I get tax relief or a tax exemption?

The coronavirus situation is not grounds for a tax exemption. If you are not able to pay taxes, you can apply for a payment arrangement. See the previous question, “What do I do if I cannot pay my business’s taxes on time?”

For late payment interest, you can apply for a waiver on the same grounds as in the question, “I cannot pay my taxes on time. Can the late payment interest be waived?”

Can a lunch benefit be used for delivery charges for food that is home delivered?

Yes, temporarily between 24 March 2020 and 31 August 2020. To reduce the financial difficulties of the coronavirus situation, the Tax Administration has temporarily changed its decision on fringe benefits. This is because when employees have to work from home, they are prevented from using their lunch benefits normally in restaurants.

Lunch benefits can be used to pay for both the food itself and delivery charges. There are not changes to the size of the lunch benefit and other conditions. An employer may offer a lunch benefit of no more than €10.70 for each working day.
The Tax Administration’s new policy (from 24 March 2020) is even more important for catering sector entrepreneurs, as the government is closing restaurants (situation as of 24 March).

If you, as an employer, normally offer the lunch benefit in a staff canteen, but that has now been closed to slow the spread of coronavirus, or employees have been ordered to work remotely from home, your employees cannot use the lunch benefit you offer them. If, as an employer, you want to make an exception and support your employees financially so they can buy lunch at eat it at work or at home, then your employees cannot use their lunch benefit on these days, as they cannot use it in the staff canteen. As an employer, you cannot compensate them for the lunch benefit tax-free; all money paid is taxable income.

How does taxation work if I offer services remotely and I get income from social media platforms, from streaming or paid funding campaigns?

If you start providing services remotely, treat your income and expenses from social media platforms, streaming and funding campaigns as normal, taxable income from business activities. Consider this income in advance tax payment and VAT.

A “paid funding campaign” means a crowdfunding campaign in which donors get goods, services, an experience, a membership, shares, etc., in exchange for money. If nothing is given in exchange for the money, you need a money collection permit from the police.

How does the coronavirus crisis affect the processing time for VAT refunds?

The Tax Administration’s processing times for VAT refunds have generally been good this spring: between two and four weeks, depending on the customer group. The Tax Administration has responded to the coronavirus situation quickly and is now investing resources in things like VAT refund processing and the most significant customer groups in refund terms, also in other matters. However, processing times may be longer because of the coronavirus situation.

Incomes register

What happens if I cannot file information with the incomes register on time?

No charges will be charged for late filing to the incomes register in 2020. The accuracy of information in the incomes register is very important in the current pandemic. This is because the incomes register has data on lay-offs. These data are, in turn, used as the basis for unemployment benefit paid by unemployment funds and the infectious diseases sickness allowance and sickness allowance paid by Kela. When companies file correct, complete information with the incomes register, granting benefits is faster, and companies and accountants have to do less investigatory work later on.
Lay-off

How do I submit lay-offs to the incomes register?

If an employee has been laid off full time, record the lay-off as unpaid absence in the incomes register. Give “lay-off” (lomautus, code 16) as the reason for the unpaid absence.

Example:

An employee is full-time laid off from 1 April and, when you submit the information, you know the lay-off will last until 15 May.

Absences:
The first day for notifying absences is 1 April 2020.
The last day for notifying absences in 15 May 2020.

Unpaid absence:
First day: 1 April 2020
Last day 15 May 2020
Reason for absence: Lay-off (lomautus, code 16)

If you do not know when the lay-off will end, and the employee will be laid off until further notice, you can enter the following as an end date: last date of employment contract, last day of the year, or another day after which you will give new, further information about the absence.

My employee is laid off part-time and works three full days a week instead of five. How do I report this kind of lay-off?

Notify each unbroken absence separately. Only notify absences of at least one day to the incomes register. Give the reason for absence as 16 Lomautus (lay-off).

Example:

Your employee is laid off part-time from 6 April. When you report to the incomes register, you know the lay-off will last until 31 May. Each week your employee is laid off from Monday to Wednesday, but works two full days, on Thursday and Friday.

Absences:
First day of reported absence period: 1 April 2020
The last day for notifying absences: 31 May 2020

Unpaid absence:
First day: 6 April 2020
Last day 8 April 2020
Reason for absence: Lay-off (lomautus, code 16)
Unpaid absence:
First day: 13 April 2020
Last day 15 April 2020
Reason for absence: Lay-off (lomautus, code 16)

Repeat for each subsequent week in the same way.

How do I report salary paid during a lay-off?

Report the salary you pay during a lay-off to the incomes register in the normal way according to the type of income – hourly wages, for example. Report unpaid absence using code 16 Lomautus (lay-off).

My company has laid off all its staff and will not pay any salary in April. Do I need to report anything to the incomes register?

If, as an employer, you are registered as a regular salary-paying employer in the Tax Administration’s employer register, you must use a separate employer’s form to report no salary this month information to the incomes register. You must do this before the 5th day of the next month. You can report up to six salary-free months in advance. Report absences during the lay-off using the salary data report.

Reporting absences

Does it make a difference to the incomes register whether I report if an employee is quarantined or on sick leave?

Yes.

If the employee himself or herself has fallen ill, he or she is ill and you may have to pay salary, depending on the employment contract and collective bargaining agreement. Report the absence using code 1 Sairaus (illness), even when the sick leave goes from paid to unpaid.

If your employee is in quarantine, but not ill, and can work remotely, this is not an absence. Do not report remote working to the incomes register.

If your employee is in quarantine, but not ill, and cannot work and you are paying salary on the basis of the collective bargaining agreement, this is paid absence. Give the reason for absence as 99 Muu syy (Other reason). Report the salary to the incomes register, following the instructions and nature of income, e.g., hourly wages, project salary or overtime compensation.

If, as an employer, you pay salary during your employee’s absence, it’s a good idea to read Kela’s instructions on infectious diseases sickness allowance. You must check when and what you need to tell Kela, and whether your employee is entitled to the allowance. You, the employer, can apply for the allowance using the Kela employer services or form Y17.
If your employee is in quarantine, and is not ill, but cannot work, and you are not paying him or her salary: Give the reason for unpaid absence as 99 Muu syy (Other reason). Read Kela’s instructions on infectious diseases sickness allowance.

If your employee is laid off, use code 16 Lomautus (lay-off).

My employee cannot work because his child is in quarantine, but not ill. How do I report this absence?

If the child is in quarantine but not ill, report unpaid absence using the code 99 Muu syy (Other reason).

My employee’s child has fallen ill with COVID-19 caused coronavirus, and because of that my employee is absent from work. How do I report this absence?

If your employee is caring for an ill child, the absence is treated as other absences for the care of an ill child. You are obliged to pay salary just as you are when an employee is absent to care for an ill child. Use code 6 Lapsen sairaus tai pakottava perhesyy (Ill child or compelling family reason). Read about applying for infectious disease sickness allowance on the Kela website.

My employee cannot come to work because her child’s school is closed, or she does not want to take her child to nursery school because of the coronavirus situation. How do I report this absence?

This is unpaid absence. Give the reason for absence as 99 Muu syy (Other reason).

Reporting salary paid

How do I report salary paid during quarantine?

If your employee works as normal from home while in quarantine, report the salary to the incomes register, following the instructions and nature of income, e.g., hourly wages, project salary or overtime compensation.

My employee is in quarantine, he is fit for work, but he cannot work remotely. The employer does not pay salary. How do I report this to the incomes register?

If, as an employer, you do not pay salary during this absence, only report your employee’s unpaid absences to the incomes register using code 99 Muu syy (Other reason). There are no paid salaries and you do not report benefits for 2020 to the incomes register yet.
Check the Kela website to see if you, the employer, have to tell Kela about the quarantine.
https://www.kela.fi/tyonantajat-tartuntatautipaivaraha

My employee is in quarantine, she is fit for work, but she cannot work remotely. The employer pays salary. How do I report the salary paid?

Report the salary to the incomes register, following the instructions and nature of income, e.g., hourly wages, project salary or overtime compensation. Give the reason for paid absence as 99 Muu syy (Other reason).

If, as an employer, you pay salary during your employee’s absence, it’s a good idea to read Kela’s instructions on infectious diseases sickness allowance. You must check when and what you need to tell Kela, and whether your employee is entitled to the allowance. You, the employer, can apply for the allowance using the Kela employer services or form Y17.

Do unemployment funds get all the information they need from the incomes register?

If you, the employer, report salary data using the income types in the 200s, mark the income with the months of earning, and give information about the type of employment and absences, there will be fewer requests for clarifications. This is even more important now: the coronavirus epidemic means there are a lot of applications for benefits. This is how you as an employer can help make applications smoother.

Unemployment funds retrieve the data for determining salary from the incomes register for the eight months before the person became unemployed.

The incomes register site describes in detail which data unemployment funds need: Reporting data to the Incomes Register: mandatory and complementary data in the earnings payment report.

What are the tax consequences if my company is receiving financial support? And what if I want to support other businesses, either personally or through my business?

Direct financial support

All incomes are taxable, unless tax law states otherwise. Any financial support you might get because of the coronavirus epidemic is completely taxable income. When you receive money in exchange for nothing, remember that asking the public for money without providing anything in return is considered money collection, which you can only carry out with a permit from the authorities. Also, note that under the Money Collection Act you cannot organize money collections to support business or to accrue funds for a legal person (a company).
As a rule, when you give money in exchange for nothing to a company, this is not a tax-deductible expense for you, regardless of whether you are another business or a legal person.

**Sales for money**

If a business receives payment in exchange for goods or services, i.e., in the form of normal business (such as by selling tote bags, gift cards or online services), it does not need a money collection permit. The income from these sales are taxable and subject to VAT as normal.

A company buying the goods or services may be able to deduct the in its own taxes, if they relate to its business activity. Expenses that are not related to business activity are not deductible. For a private person, the expenses are only deductible if they are work-related.

**Lending**

If a business receives a loan from another business or private person, the recipient treats it as a loan for tax purposes, as long as the formal criteria of a loan are met and there is a clear intention to repay it. If the debt is later forgiven, the share that is forgiven is, as a rule, considered taxable income for the debtor.

The lender treats the loan as accounts receivable for tax purposes, as long as the formal criteria for a loan are met. As a general rule, when a lender forgives a loan, this sum is a non-deductible expense, as long as it was not a loan for work-related expenses.

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**Questions about availability of finance**

**Where do I turn when I need finance because of the coronavirus crisis?**

If the crisis is reflected in your company's financial situation, it is important for you, the entrepreneur, to be active and take early steps to apply for additional financing.

You should first contact your bank and find out what products they have to help you overcome your acute situation. All major banks have a range of options to ease entrepreneur’s situations. It’s important to act as early as possible. That way, you can avoid excess damage that could affect your business’s creditworthiness.

**Where do I go if I cannot get finance from my bank?**

If your own bank cannot help you at once, you should then contact Finnvera. Finnvera is ready to react if the finance market does not function. It has several products aimed at entrepreneurs and broad authorization for issuing credit.
If you have problems getting credit, you should also contact us at Suomen Yrittäjät. We are monitoring the situation with central government and the Bank of Finland with the aim of securing SME financing. Contact us using the contact form on the Kaikki koronasta yrittäjälle (“Everything about coronavirus for the entrepreneur”) mini-site.

Will all SMEs get financing?

The coronavirus crisis financing is intended for companies who face financial difficulties because of the crisis. To receive finance, a company must have a sudden need for finance that is due to the crisis. In other words, this abnormal situation does not open up financing opportunities for companies that were not creditworthy before the crisis.

Funding sources for SMEs in the coronavirus crisis

Banks

The banks and Finnvera have built funding which business can use to withstand the coronavirus crisis. As an entrepreneur, you yourself must be active in applying for funding. You should contact your bank as soon as possible and find out what products they have to help you overcome your acute situation.

Finnvera

Because of the abnormal situation caused by coronavirus, Finnvera is not currently processing direct loan applications. At the moment, the only Finnvera finance products in use are the Start, SME and Finnvera guarantees, which are offered via banks.

Business Finland

On Thursday, 19 March, Business Finland launched two new financing services to help small and medium-sized enterprises (SMEs) of five people or more develop solutions to problems caused by coronavirus. (These services are not available to businesses in primary agriculture production, fishing, aquaculture, or to single-person businesses.)

Businesses can draw on the financing to investigate and plan new forms of business, substitute supply chains and reorganize production and working methods both during and after the disruption caused by the coronavirus. In total, €700 million has been reserved for these new finance products.

They are intended for small and medium-sized enterprises (SMEs) in Finland employing 6–250 people that are either limited liability companies (OY), public limited liability companies (OYJ), limited partnerships (KY), partnerships (AY) or cooperatives (osk.), and mid-cap companies whose
business is suffering from the coronavirus situation. Mid-cap companies are companies with over 250 employees and a turnover of up to €300 million. The funding cannot be used to cover losses caused by lost sales. It is available in two forms: preliminary study funding and development funding.

The main criterion for receiving the funding is that the company has business activities which have been disrupted by coronavirus. The company’s financial situation is examined via the most recent audited financial statement. If the information cannot be found in the Patent and Registrations Office (PRH), this is not a barrier as long as there is other proof that there was turnover before coronavirus. In this case, the customer is asked to submit an accountant’s statement as proof.

With **preliminary study funding on business disruptions**, the company can investigate and plan new business functions, replacement subcontractor chains and production organization during and after the coronavirus disruption.

With **development funding for business disruptions**, the company can carry out development measures it has identified in prior study, or otherwise, and which improve the company’s outlook during and after the coronavirus disruption. The goal of the measures must be new solutions for the company's products or production.

**NB!** A business cannot apply for both at the same time. The funding is a form of *de minimis* aid and may be granted if the company has not exceeded its *de minimis* quota. The maximum permissible *de minimis* aid is €200,000 over the current and two previous tax years. *De minimis* aid is granted by many public organizations, including Business Finland and Finnvera.

**Centres for Economic Development, Transport and the Environment for developing operations (ELY centres)**

The government’s additional budget gives ELY Centres (Centres for Economic Development, Transport and the Environment) €300 million in additional resources for funding businesses. The funding is distributed in the form of development assistance. The aim of the assistance is to support businesses in minimizing the damage caused by the coronavirus epidemic and to encourage them to hire.

The assistance is intended businesses in Finland of no more than five people (including the entrepreneur(s)) that are either limited liability companies (OY), limited partnerships (KY), partnerships (AY) or cooperatives (osk.), or sole entrepreneurs, whose business is temporarily suffering from market and production disruption because of the coronavirus situation. The assistance is also intended for businesses (toiminimi) with more than 5 employees in total. Businesses with several entrepreneurs, are served by the ELY Centres (Centres for Economic Development, Transport and the Environment).

When counting the number of employees, employees who are laid-off full-time are not counted. If an employee works part-time, he or she is included in the employee count in accordance with how many hours he or she works. Agency workers are not included.
The support may not be awarded to businesses in the farming, fishing, forestry and agricultural product processing sectors.

The main criterion for receiving the funding is that the company has business activities which have been disrupted by coronavirus. The company’s financial situation is examined via the most recent audited financial statement. If the information cannot be found in the Patent and Registrations Office (PRH), this is not a barrier as long as there is other proof that there was turnover before coronavirus. In this case, the customer is asked to submit an accountant’s statement as proof.

The assistance is granted to fund situation analyses and planning, or development projects, and to receive it, your company must aim for renewal and strengthening skills.

The funding is a form of de minimis aid and may be granted if the company has not exceeded its de minimis quota. The maximum permissible de minimis aid is €200,000 over the current and two previous tax years. De minimis aid is granted by many public organizations, including Business Finland and Finnvera.

Municipalities

Sole entrepreneurs who have faced difficulties because of the coronavirus crisis can soon apply for €2,000 from their municipalities. The municipalities will open applications no later than in two weeks’ time. The municipalities will provide information when applications open.

A sole entrepreneur may apply for the support from the municipality his or her business is registered in. You could receive €2,000. The support will be awarded to cover sole entrepreneurs’ business expenses.

They are being given practical instructions for awarding the support and a support application template.

All sole entrepreneurs registered in Finland whose primary occupation is their business can apply for the support. This is irrespective of their business form and how they finance themselves. A “sole entrepreneur” is an entrepreneur who does not employ anyone, and it includes freelancers. Businesses with several entrepreneurs, are served by the ELY Centres (Centres for Economic Development, Transport and the Environment).

To receive assistance, a sole entrepreneur must show a significantly worsened financial situation and drop in turnover due to coronavirus since 31 December 2019. The support is granted on a discretionary basis. The support may not be issued if the company was in financial difficulties before the coronavirus crisis, or to companies with tax debts.

Assistance may be paid for costs incurred between 1 March and 31 August 2020. Sole entrepreneurs can apply for the support alongside the enhanced unemployment benefit, which is in the pipeline.
If, however, you use the support to pay for fixed business expenses, it will not affect your unemployment benefit. If the support is used for an entrepreneur’s salary or other similar income in exchange for work, it may affect the amount of unemployment benefit.

Work pension (TyEL) repayment loan

Businesses can more easily borrow against their previous contributions to work pensions (TyEL) by getting Finnvera as a guarantor. Finnvera can now guarantee up to 80% of the loan. Some of the TyEL work pension contributions paid by employers go into a fund for loans of this kind. A loan of this kind requires collateral, which may be a guarantee from a bank, Finnvera or Garantia.

**Teollisuussijoitus** follow-on finance for its clients

**Teollisuussijoitus** (Finnish Industry Investment Ltd (Tesi)) has worked with other investors to prepare for follow-on financing of its venture capital funds and target companies to face possible additional finance needs caused by coronavirus.

Other finance sources

During the coronavirus crisis, it is worth remembering that all normal funding sources, such as financial institutions and capital investments, are still available.

**What do I do if I can’t get a bank loan?**

If you have problems getting credit, you should also contact us at Suomen Yrittäjät. We are monitoring the situation with central government and the Bank of Finland with the aim of securing SME financing. Contact us using the contact form on the Kaikki koronasta yrittäjälle (“Everything about coronavirus for the entrepreneur”) mini-site.

Finnvera is not processing direct loan applications at the moment, so the only Finnvera finance products in use are the Start, SME and Finnvera guarantees, which are offered via banks.

**Should I take out payday loans?**

Payday loans and other high-interest credit should not be your first port of call in a crisis. In the current situation, the terms of normal bank finance and Finnvera finance products are so flexible that if they do not allow you to access finance, you should seriously consider the future of your business operations.