

Personal accident insurance

Companies and organisations

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The content of insurance contracts shall be determined in accordance with the policy document, personal accident insurance terms and conditions and the general terms and conditions of insurance. The insurance cover selected and any particulars relating thereto, such as the names of the insured parties and the extent of the insurance coverage, shall be specified in the policy document.

1 The insured and the recipient of compensation

1.1 Insured

The insured shall consist of persons endorsed in the policy document or persons within a specified group endorsed in the policy document.

The insured must reside permanently in Finland and must hold a valid Kela card as proof of eligibility for Finnish residence-based social security. Should the insured reside abroad for the majority of the calendar year, he/she shall not be considered to be permanently resident in Finland.

1.2 Recipient of compensation

The insured or any other party entitled to compensation shall be the recipient of compensation. In the event of death, the beneficiary shall be the recipient of compensation.

The beneficiaries shall be the next of kin, unless the policyholder has indicated otherwise (nomination of beneficiaries is described under section 10 of the general terms and conditions). Next of kin shall refer to the spouse and heirs of the insured. The heirs shall consist primarily of the descendants of the insured, including his/her natural and adopted children. A spouse shall refer to the person to whom the insured was married or with whom he/she had a registered partnership at the time of his/her death. A common-law spouse shall not be considered a spouse in the meaning of the terms and conditions of insurance and, accordingly, must be nominated separately as a beneficiary. The Insurance Contracts Act provides a more detailed description of who is considered next of kin.

The insured may appoint the beneficiary of the death benefit and the recipient of the daily allowance by notifying LocalTapiola in writing thereof prior to the insured event.

2 Validity of the insurance

2.1 Geographical limits and validity

Personal accident insurance shall extend to the territories endorsed in the policy document. Insurance cover that is in force overseas or worldwide remains in force continuously overseas for a maximum of six (6) months from the commencement of the journey.

Personal accident insurance exists both as full-time and leisure-time insurance. Full-time accident insurance applies to both work and leisure time. The leisure-time accident insurance shall apply during leisure time. An accident is not considered to have occurred during leisure time if it has resulted from

- tasks undertaken by the insured whereby any accident having occurred may be subject to compensation under the terms of any accident insurance act;
- work performed by the insured with the intent to earn in the employment of another party, as a self-employed person or as an entrepreneur; or
- any similar activity.

Sports insurance shall only cover sporting activities separately agreed upon. The validity shall be defined in the policy document.

The geographical limits and validity of group accident insurance shall be defined in the policy document.

2.2 Validity during sporting activities

2.2.1 Validity of group accident insurance and personal accident insurance during sporting activities

The insurance is valid in sports for persons under the age of 16 but separate group sports insurance is required for persons participating in sports arranged by a sports club or sports association.

Beyond the age of 16, the insurance shall not apply to the sports or activities listed below.

Professional sports

The insurance shall not apply to professional sports. A sport is considered professional when the athlete receives a salary or other remuneration for the sport, or when he/she must take out an insurance policy as referred to in the Act on Accident and Pension Security of Athletes.

Competitive sports

The insurance shall not cover competitions or matches organised by an athletic club or association or any related practice, or any other practice included in the practice programme, or practice typical of the sport in question. Furthermore, the insurance shall not apply to competi-

tions, matches or events for which the organiser requires the participants to take out a licence or equivalent, or to sign a disclaimer.

A separate sports insurance policy may be taken out to cover competitive sports.

Risky sports and activities

The insurance shall not cover the following sports or activities, or a single trial of the following activities:

- power sports, such as weight-lifting, power-lifting and body-building;
- martial arts, contact sports and self-defence arts, such as boxing, wrestling, judo, karate or fencing;
- motor sports, such as rally, go-karting or motocross;
- bungee-jumping;
- climbing sports, such as mountain-, cliff-, ice- or wall-climbing;
- scuba diving or freediving;
- speed skiing and downhill racing, freestyle skiing and downhill skiing outside marked slope areas;
- aviation sports, such as skydiving, hang-gliding, parasailing, gliding or flying with an ultralight or amateur-built aircraft.

A separate sports insurance policy may be taken out for risky sports, with the exception of aviation sports.

Additional exclusions:

The insurance shall not apply to the following activities:

- crossing an ocean by boat; and
- activities abroad in uninhabited areas, such as hiking or expeditions in the desert, wilderness, jungle, mountains or on glaciers.

2.2.2 Validity of sports insurance

The insurance shall only cover the specified sporting activities, including competitive sports and related practice.

Professional sports

The insurance shall not apply to professional sports. A sport is considered professional when the athlete receives a salary or other remuneration for the sport, or when he/she must take out an insurance policy as referred to in the Act on Accident and Pension Security of Athletes.

Additional exclusions:

The insurance shall not apply to the following activities:

- crossing an ocean by boat; and
- activities abroad in uninhabited areas, such as hiking or expeditions in the desert, wilderness, jungle, mountains or on glaciers.

2.3 Termination of insurance

The insurance shall terminate in relation to the individual insured upon his/her resignation from the employment of the policyholder or his/her ceasing to belong to the insured group as defined in the policy document. The cessation age for the insurance is specified in the policy document.

Termination of the insurance contract is described in detail under section 16 of the general terms and conditions.

3 Nuclear damage, war and criminal activity

The personal accident insurance shall not cover loss or damage resulting from

- the effects of a nuclear weapon or device causing mass injury to humans;
- war or armed conflict, or service in United Nations peacekeeping forces. (If the insured has commenced his/her journey abroad prior to the commencement of an armed conflict and has not participated in it personally, this section shall be applicable only after 14 days has elapsed from the commencement of such armed conflict; in the event of a major war, this section shall be adopted immediately); and
- criminal activity on the part of the insured.

4 Indexation of the insurance

The sums insured, any applicable deductibles and premiums shall be reviewed annually at the start of the insurance period against a coefficient or index. The insurance shall be linked with the wage coefficient corresponding with the Employee's Pension Act (TyEL wage coefficient). The wage coefficient shall be the value for the calendar year preceding the start of the insurance period.

A fixed-period group accident insurance is not linked to an index.

5 Compensable insurance events and restrictions to compensability

The objective of the insurance is to compensate for expenses resulting from the event against which insurance is provided, to the extent of the agreed insurance cover and in accordance with these terms and conditions as well as the general terms and conditions of insurance.

The personal accident insurance shall cover accidents and other insurance events endorsed in the terms and conditions that have occurred during the validity of the insurance.

5.1 Accident

An accident shall refer to a sudden occurrence caused by external factors that results in bodily injury to the insured against his/her will.

5.2 Other compensable insurance events

Personal accident insurance also covers involuntary drowning of the insured, gas poisoning, heat stroke, sunstroke, frostbite and poisoning caused by a substance accidentally consumed by the insured.

Additionally, personal accident insurance covers

- injury caused by a significant variation in air pressure; and
- muscle or tendon strain injury resulting from a sudden movement or exertion, provided that the principal reason for the injury was not related to an illness or physical defect of the insured. It is a condition for the payment of compensation that medical treatment is commenced no later than 14 days following such injury. Compensation shall be paid for a maximum of six (6) weeks from the occurrence of the strain injury. MRI or surgical procedures are not compensated for as treatment expenses for a strain injury caused by a sudden movement or exertion.

5.3 Restrictions to the compensability of an insured event

The insurance shall not cover any injury or death having occurred as a result of

- the suicide or attempted suicide of the insured;
- any illness or bodily defect of the insured, or any occurrence of the insured event resultant thereof;

- surgery, a treatment procedure or other medical treatment undergone in order to treat an illness or bodily defect, except when such procedure was performed to treat an injury covered by this insurance;
- poisoning caused by any substance consumed as food, or through the use of medication, alcohol, or any other intoxicants or narcotics.

The insurance shall not cover

- any injury incurred to teeth or dentures in the process of occluding, even in the event that the accident was influenced by external factors;
- any illness, injury, defect or musculoskeletal degeneration or periodontitis unrelated to the insured event, even if it had been latent before the accident;
- rupture of the Achilles tendon, or hernia of the intervertebral disc, abdomen or inguinal region, unless the injury is the result of an accident where even healthy tissue would have been damaged;
- mental effects of the insured event;
- any infectious disease or illness resulting from the sting or bite of an insect or its equivalent;
- indirect expenses, such as clothing, supplies, household management costs, food and eating expenses, telephone expenses, loss of earnings or travel expenses of a companion.

6 Compensation

Compensation under the insurance shall be payable for medical treatment costs, in the form of daily allowance, handicap benefit and death benefit in accordance with the insurance contract.

Compensation shall be payable in accordance with the insured sums applicable at the time of the event insured against.

6.1 Restrictions to the payment of compensation

In the event that circumstances unrelated to the compensable insured event have contributed essentially to the injury or prolonged its treatment, any medical expenses, daily allowance and handicap benefit shall be payable only insofar as the treatment, incapacity for work or handicap can, on the basis of medical knowledge, be deemed to have resulted from the compensable insured event.

Compensation may be reduced in accordance with the general terms and conditions in the event that the insured or any other party entitled to compensation has contributed to the injury or insured event through gross negligence. Compensation may be denied in the event that the insured or another party entitled to compensation has wilfully caused the insured event.

6.2 Compensation for medical treatment expenses

6.2.1 Application for compensation

Medical treatment expenses shall be covered insofar as they are not covered under any act of law. Medical treatment expenses shall be covered on the basis of the terms of the Accident Insurance Act, Farmer's Accident Insurance Act, Motor Liability Insurance Act, Basic Education Act, Health Insurance Act and Patient Injuries Act. Other legislation may also contain provisions pertaining to primary liability for compensation. Should compensation for medical treatment expenses be provided for by law, compensation must first be applied for on the basis of the act in question.

The claimant shall apply to the Social Insurance Institution (Kela) for the proportion of the compensation based on the Health Insurance Act before claiming any compensation from LocalTapiola. Compensation under the Health Insurance Act must be claimed from Kela within six months of the expenses being incurred. In the event that the right to compensation under the Health Insurance Act has been forfeited, LocalTapiola shall deduct any sums which would have been payable under the Health Insurance Act from the compensation payable. The claimant must deliver to LocalTapiola the original decision by Kela concerning compensation and copies of the receipts provided to Kela. The receipts for expenses that have not been compensated for by Kela must be delivered to LocalTapiola in original.

6.2.2 Compensable medical expenses

Expenses incurred by the insured on account of medical treatment relating to a compensable insured event shall be covered on the basis of original invoices or receipts.

It is a condition for compensation of any medical treatment expenses that any examination, treatment, medication or medical equipment

has been prescribed by a doctor and, in accordance with generally accepted medical practice, is considered necessary for the examination or treatment of the illness or injury incurred. Treatment expenses must be reasonable. Should the expenses be clearly above the general price level for the relevant country, they shall be compensated for only to the extent corresponding to the general price level in the said country. Treatment received abroad shall only be covered when it has been deemed medically necessary.

Compensable medical expenses shall include

- charges payable to a doctor, dentist or other health care professional for examinations and treatment provided;
- medication dispensed by a pharmacist under licence granted by the authorities;
- daily hospital charges;
- charges for a maximum of 10 physiotherapeutic treatments of injuries resulting from the accident, unless otherwise specified in the insurance policy;
- charges for cosmetic treatment approved in advance by LocalTapiola;
- travel expenses to the locations where the compensable treatment and examinations described above are provided, unless otherwise specified in the insurance policy;
- the first orthopaedic support prescribed due to injury;
- the first pair of spectacles prescribed due to an injury affecting eyesight;
- the cost of repairing spectacles, hearing aids, removable dentures and safety helmet that were used by the insured and damaged in an accident for which medical treatment is necessary, or the cost of buying equivalent spectacles, hearing aids, removable dentures or safety helmet. Repair or replacement of the broken item must be carried out within two (2) months from the occurrence of damage thereto. Compensation shall be paid in a maximum amount of EUR 500.00 per accident and broken item.

Non-compensable medical expenses shall include

- the cost of dentures, hearing aids, spectacles or contact lenses lost at the time of an accident;
- charges for rehabilitation or therapy;
- costs incurred on account of spending time at a rehabilitation centre, spa or naturopathy establishment; and

- charges for homeopathic or anthroposophic products or any pharmaceutical, vitamin, trace element, mineral or nutrient preparations.

6.3 Daily allowance

An agreed daily allowance shall be payable for complete incapacitation for work resulting from a compensable insured event, and a proportion corresponding to the level of disability for any partial incapacitation.

Incapacitation for work shall be construed as complete in the event that the insured should be completely unable to perform his/her normal employment duties and partial in the event that the insured should be partially unable to perform his/her employment duties.

Daily allowance shall be payable from the commencement of medical treatment, at the earliest, and shall cease no later than one (1) year from the date of the accident.

6.4 Handicap benefit

Handicap shall refer to general handicap assessed in medical terms that results from the accident to the insured. In the assessment of handicap, only the nature of the injury resulting from the accident shall be taken into account and not any personal circumstances of the insured, such as his/her profession or hobbies. In the assessment of handicap, any deficiencies or illnesses of the insured not resulting from the accident subject to compensation shall not be considered.

The extent of handicap shall be determined on the basis of the handicap classification decision issued by the Ministry of Social Affairs and Health, based on the terms of the Accident Insur-

ance Act. In the handicap classification decision, injuries are divided, on the basis of their seriousness, into handicap classes 1–20. Class 1 corresponds to a 5% medical handicap and the subsequent classes each to a further 5% handicap. Handicap class 20 equates to full, 100% medical handicap.

Handicap benefit shall not be paid in the event of any handicap that should occur after three (3) years following the accident.

6.4.1 Compensation for permanent handicap

Compensation shall be paid when a handicap has become permanent. However, compensation shall be paid at the earliest when the permanent handicap has lasted for three (3) months. The compensation shall total the proportion of the agreed handicap benefit corresponding to the handicap class.

In the event that the disability level increases within three (3) years of payment of the insured lump sum, the difference between the levels of disability shall be payable by way of supplemental compensation. Subsequently, in the event of variation in the level of disability, the amount of compensation shall not be adjusted.

6.5 Death benefit

The agreed death benefit shall be payable in the event that the insured event should result in death. Such compensation shall be deducted with any permanent disability lump-sum allowance already paid and arising from the same accident. Death benefit shall not be paid in the event that the insured dies after more than three (3) years have elapsed from the compensable insured event.



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