

# Employee care cover

**Unofficial translation. The Finnish version takes precedence should any dispute arise.**

## 1 Insurance contract

**1.1** Employee Care Cover is a group insurance and it supplements the occupational healthcare.

The policyholder refers to the company agreeing on a group insurance contract with the insurer LocalTapiola Mutual Life Insurance Company (hereinafter LocalTapiola). By the insured is meant the person for whom the insurance cover is in force.

Insured are by the policyholder employed persons between ages 15–67 who are entitled to general practitioner medical services on the basis of the Occupational Health Care Contract.

**1.2** The Insurance Contracts Act as well as other laws of Finland shall be applied to the insurance contract.

**1.3** The insurance contract will specify the

- insured persons
- index applied to the insurance
- deductibles
- maximum compensations.

## 2 Validity of insurance cover

**2.1** The persons defined in the insurance contract are considered insured as of the date on which LocalTapiola has received the policyholder's notification of including the persons in the policy.

**2.2** The insured's cover expires

- at 24:00 h on the day on which the insured person's entitlement to medical services under the OHC agreement expires, however no later than at the end of the month during which the insured becomes 68 years old;
- when the policyholder has notified LocalTapiola that the person insured is no longer included in the insured group;
- when the maximum compensation has been paid for the insured person;
- when the contract expires because the policyholder or LocalTapiola has terminated the contract or if the policyholder is declared bankrupt.

## 3 Entitlement to compensation for medical care costs

**3.1** LocalTapiola will refund the costs incurred for the medical treatment or examination while the insured person had valid insurance cover to the extent that they do not or would not have qualified for reimbursement under the Health Insurance Act or some other law.

**3.2** LocalTapiola can refer the insured to be examined or treated by a service provider selected by LocalTapiola

**3.3** It is a prerequisite for reimbursing medical care expenses that the treatment was prescribed by a doctor and necessary, according to generally accepted medical knowledge, for examining or treating the illness or injury.

**3.4** LocalTapiola and the policyholder can agree upon the deductibles for treatment expenses.

**3.5** The maximum amounts of medical care expenses to be reimbursed are listed in the insurance contract.

**3.6** With the limitations set out below, the following medical care costs qualify for compensation

- charges for such treatments of the insured by a doctor or qualified healthcare personnel that are included in the OHC agreement appended to the current insurance contract and exceed the maximum amount of reimbursement per employee stipulated in section 13 of the Health Insurance Act (reimbursement category II);
- Charges for treatments performed by the service provider's specialist physicians at agreed occupational healthcare service provider (specialist in general medicine and occupational health care excluded). Compensation for specialist physician treatment costs requires that the insured has received a referral issued by a physician of the occupational health care.
- charges for operations on the insured carried out by a doctor or qualified healthcare personnel in a public hospital or at the occupational healthcare provider specified in the insurance contract as well as other service provider acting as LocalTapiola's partner;
- public hospital outpatient clinic charges and health centre visit charges;
- bed charges incurred in public and private hospitals as well as in in-patient wards of health centres, to the maximum amount specified in the insurance contract.

**3.7** The insurance will not cover

- pharmaceutical preparations or base creams or micronutrient, minerals, nutrient, medicinal, vitamin, anthroposophic or homeopathic preparations;
- medical examinations or treatments carried out outside Finland;
- physiotherapy or corresponding treatment or examinations relating to physiotherapy
- therapeutic treatments, such as speech, psycho or occupational therapy or neuropsychological rehabilitation or equivalent therapy or rehabilitation treatment;

- sight tests, spectacles or contact lenses, or operations for treating refractive errors or cataract
- health checks, preventive treatments or vaccinations
- treatment or operations intended to improve personal appearance
- treatment of obesity or rapid weight loss, e.g. weight reduction operations or treatment of extra skinfolds
- operation of eyelids or the eyebrow area
- gynaecological health inspections;
- treatment of sexual dysfunctions, e.g. treatment of erection dysfunction and premature ejaculation
- treatment of varices or venous insufficiency in the legs
- treatment of nicotine addiction;
- bandages, medical accessories or other appliances or artificial limbs;
- examinations and treatments of teeth or organs of occlusion;
- breast reduction or augmentation operations or complications caused by such operations
- doctor's statement and -certificate expenses;
- travel or lodging expenses;
- any costs that the insured would not have to pay him/herself for the treatment, nor any other costs not specified in paragraph 3.6 as covered treatment costs.

**3.8** No costs will either be indemnified in case of

- pregnancy or childbirth, termination or prevention of pregnancy or examination or treatment due to infertility;
- abuse of alcohol, medicines or use of narcotics;
- the illness or injury resulting from a wilful act by the insured;
- illness or injury of the insured has been caused during his/her participation in a war or armed conflict taking place abroad or service for international peace keeping or order maintaining operations or tasks relating to such;
- the illness or injury of the insured resulting from a sudden impact of nuclear reaction based weapon or device that destroyed or injured large masses of people.

**3.9** The amount of compensation may be reduced if the insured has caused the illness or injury through gross negligence.

**3.10** If it is apparent that the expenses submitted for compensation considerably exceed the normal level for such expenses, LocalTapiola is entitled to reduce the amount of compensation in this respect, however not below a reasonable level.

**3.11** The policyholder is obliged to follow the expenses resulting from examinations and treatments given and prescribed by general practitioner and to inform the OHC provider determined in the insurance contract and LocalTapiola in writing should the treatment expenses exceed KELA's annual maximum compensation. The expenses resulting from examinations and treatments given and prescribed by general practitioner are compensated by the insurance no earlier than when the notification of the over-draft of maximum compensation has been communicated to the OHC provider and LocalTapiola. After the maximum compensation has been reached, LocalTapiola is no longer obliged to compensate the expenses the policyholder has already paid.

## **4 Applying for and remitting the compensation payments**

**4.1** The insurance covers costs incurred for medical treatment or examination of the insured to the extent that they do not or would not have qualified for reimbursement under the Health Insurance Act or some other law. The share of compensation for treatment expenses subject to the Health Insurance Act must be claimed before sending the invoice or claim application to LocalTapiola.

**4.2** Compensation must be claimed from LocalTapiola within one year from the date on which the claimant was informed about the insurance validity, insured event and consequence following the insured event. In any event the claim must be presented to LocalTapiola at the latest within 10 years from the insured event or consequence following the insured event. If the claim is not submitted within the stipulated time, the claimant loses his/her entitlement to compensation.

**4.3** LocalTapiola will remit the compensation payment within one month from the date on which the claim and other required clarifications were supplied to LocalTapiola. In case of late remittance, LocalTapiola will pay overdue interest in accordance with the Interest Act.

## **5 Indexation**

The insurance is linked to the index stated in the insurance contract. The insurance cover and premium are annually adjusted to correspond with the index stated in the insurance contract in the beginning of the insurance period. Deductibles may also be adjusted in accordance with the index.

## **6 Amendment of insurance terms and conditions and premiums**

**6.1** LocalTapiola has the right to revise the insurance premium and terms and conditions of insurance, and other terms and conditions of contract on the grounds of

- new or amended legislation or instruction by a competent authority or amended legal practice;
- unexpected change of circumstances;
- change in the index stated in the insurance contract;
- claims costs development;
- change of expense level affecting the insurance and exceeding the index applied to the insurance provided that the change is caused by a factor outside the insurance company's control, or
- change in the reinsurance terms and conditions.

**6.2** The change in premiums can only be as high as the ground for the change.

**6.3** LocalTapiola shall have the right also to make minor changes to the insurance terms and conditions and other contractual terms and conditions such as have no effect on the central content of the insurance cover.

**6.4** The changes will enter into force at the beginning of the insurance period following the change of the insurance contract. LocalTapiola must send a notification about the change to the policyholder no later than one month before the amendment enters into force.

## 7 Expiry and termination of the insurance contract

### 7.1 Expiry of the insurance contract

The insurance contract will expire, if the policyholder is declared bankrupt.

### 7.2 Termination of the insurance contract

If the policyholder does not accept the change mentioned in section 6, the policyholder must provide written notice on the insurance contract within one month from receiving information about the change. After the insurance contract has been terminated, LocalTapiola's liability will expire no later than on the day the change in premiums or terms and conditions would have entered into force.

If the number of insured becomes less than ten or the OHC contract mentioned in section 1 terminates or changes significantly or if the policyholder has failed to make a payment of the insurance premium, LocalTapiola shall be entitled to terminate the insurance to expire one month after the notice of termination has been sent.

The policyholder and LocalTapiola have the right to give a written notice on the insurance contract. The insurance contract will terminate after three months from giving the notice, unless the party giving the notice has specified a later date for the termination.

If the insurance period ends during the notice period, the insurance shall terminate when the insurance period ends. The term of notice shall, however, end a minimum of one month from the date on which the notice of termination was sent.

## 8 Appeals

If the decision by LocalTapiola is not to the insured's satisfaction, he/she may bring action against LocalTapiola in the district court of LocalTapiola's or the plaintiff's domicile in Finland. The action must be brought, on the sanction of losing the right to bring action, within three years from the date on which the insured was notified of LocalTapiola's decision and this deadline in writing. A party acting as a private consumer may also refer the decision to the Finnish Insurance Complaints Board or the Consumer Complaints Board that issue recommendations for settlement. The term for the right to bring action does not run during board proceeding.

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Please notice, that you must choose either Finnish or Swedish as your service language. All documents relating to your insurance, for example the insurance policy and annual information as well as the compensation services are in Finnish or Swedish.

**LocalTapiola Mutual Life Insurance Company**

[www.lahitapiola.fi](http://www.lahitapiola.fi)

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