

Employee Care Cover – Extra

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

1 Insurance contract

1.1 Employee Care Cover - Extra is a group insurance and it supplements the occupational healthcare. The policyholder is the party that has entered into the group insurance contract with insurer LocalTapiola Mutual Life Insurance Company (hereinafter 'LocalTapiola'). 'The insured person' shall refer to a person covered by the insurance.

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 contract shall be governed by the Insurance Contracts Act and by other applicable Finnish legislation.

1.3 The insurance contract shall include specification of

- insured persons,
- index applied to the insurance,
- deductibles and
- the maximum sums of compensation payable under the insurance.

2 Validity of insurance cover

2.1 The people included under the insurance contract are covered by the insurance once LocalTapiola has received notification from the policyholder of these people being included in the insurance contract.

2.2 The insurance of an insured person ceases

- at the end of the day on which the insured person ceases to be an employee covered by the insurance contract (at 12 a.m.), and no later than the end of the month in which the insured person reaches the age of 68;
- when the policyholder has notified LocalTapiola that the person insured is no longer included in the insured group;
- when the maximum allowed amount of treatment costs for that person has been paid as compensation; or
- if the insurance contract is terminated by the policyholder or by LocalTapiola or if the policyholder is declared bankrupt.

3 The right to receive compensation for medical treatment expenses

3.1 LocalTapiola shall cover any medical expenses incurred by an insured person at a time when that person has been covered by the insurance that result from treatment or examination of the insured during the term of the insurance insofar as they are not or would not have been covered under the Sickness Insurance Act or any other act.

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

3.3 It is a precondition for compensation of any medical treatment expenses that any examination or treatment have been ordered by the co-operating doctor and, in accordance with generally accepted medical practice, have been necessary for the examination or treatment of the illness or injury incurred.

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

3.5 The maximum sums of insured medical expenses for the insured person are set forth in the endorsed policy document.

3.6 Compensable medical expenses, subject to the limitations set out below, shall include the following:

- Charges for treatments performed and examinations ordered by service provider's specialist physicians at the service provider that has been agreed and is cooperating with LocalTapiola (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 a service provider acting as LocalTapiola's partner
- Health centre and outpatient clinic charges at a public hospital

- Daily hospital charges at the ward of a public or private hospital acting as LocalTapiola's partner or health centre, to the maximum daily allowance specified in the insurance contract

3.7 The insurance does not cover

- treatment performed by GPs or health care professionals
- medications; base creams; trace element, mineral, nutrient, pharmaceutical, or vitamin preparations; or homeopathic or anthroposophic products;
- examinations and treatment that are rendered outside Finland;
- physiotherapy or corresponding treatment or examinations relating to physiotherapy
- therapy treatment such as speech therapy, psychotherapy, or occupational therapy; neuropsychological rehabilitation; or equivalent forms of treatment or rehabilitation;
- sight tests, spectacles or contact lenses, or operations for treating refractive errors of cataract
- health checks, preventive treatment, 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 for nicotine addiction;
- bandages, medical instruments, or other auxiliary devices, or artificial limbs;
- treatment or examination of teeth or the masticatory system;
- breast reduction or augmentation operations or complications caused by such operations
- travel or accommodation expenses;
- fees for physician's statements or certificates;
- 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 Compensation shall additionally not be payable

- in the case of pregnancy or childbirth, abortion of a pregnancy, contraception, or examination or treatment for inability to conceive;
- for treatment for alcohol or drug abuse or for use of narcotics;
- for illness or disability caused intentionally by the insured;
- where 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;
- where the illness or injury of the insured person was caused by the unexpected effects of a nuclear weapon or device, causing mass destruction or injury to humans.

3.9 The amount of compensation may be reduced in the event that the insured has caused the illness or the injury through gross negligence.

3.10 Should it be obvious that any claim presented significantly exceeds the standard level of costs normally applicable for such a claim, LocalTapiola shall have the right to reduce the amount of compensation, though not to below a reasonable level.

4 Application for and payment of compensation

4.1 The insurance covers the costs incurred for the medical treatment or examination of the insured in so far as they do not or would not have qualified for reimbursement by virtue of 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 con-

sequence following the insured event. Should the claim not be presented within this time, the claimant shall forfeit the right to compensation.

4.3 LocalTapiola shall pay the compensation within a month of receipt of the application and any requisite clarifications. In the event of any delay in payment, LocalTapiola shall be liable for penalty 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 Changes to the insurance premiums and terms

6.1 LocalTapiola shall have the right to amend the insurance premiums and the terms and conditions of insurance, as well as other terms and conditions of contract, on grounds of

- new or amended legislation or regulations issued by a competent authority or amended legal practice,
- unforeseeable change in circumstances,
- change in the index stated in the insurance contract,
- claims expenditure 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 At maximum, the insurance premiums may be modified to cover the cause of the revision.

6.3 In addition, LocalTapiola shall have the right to make minor changes to the terms and conditions of insurance and other terms and conditions of contract that have no effect on the central content of the insurance cover.

6.4 Modifications shall come into effect at the beginning of the following insurance period. The policyholder shall be notified of any changes at least one month before the change is due to come into effect.

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 a change referred to in section 6, the policyholder shall terminate the insurance contract in writing within one month of receiving notice of the change. After notice of the termination of the insurance contract has been given, LocalTapiola's liability ends, at the latest, on the date when the change in insurance premiums or terms would have come into force.

If the number of insured employees falls below 10, or a limit separately specified in the insurance contract; if the occupational health care contract referred to in section 1 ends or changes significantly; or if the policyholder neglects to pay the insurance premiums, LocalTapiola shall be entitled to terminate the insurance contract to expire one month after the notice of termination has been sent.

Also, otherwise both the policyholder and LocalTapiola shall have the right to terminate the insurance contract by giving written notice of termination. The insurance shall expire three months after notice of termination, unless the party giving the notice of termination has specified a later time of expiry for the insurance. 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

Should a decision made by LocalTapiola not satisfy the party concerned, he or she may initiate legal proceedings against LocalTapiola in the district court of LocalTapiola's or the plaintiff's domicile. Such legal action must, on pain of forfeiture of the right to bring action, be taken within three years of receipt of LocalTapiola's decision and of this deadline being received in writing by the party concerned. A policyholder in the position of a consumer may also bring the decision for review to the Finnish Insurance Complaints Board, which gives decision recommendations, or to the Consumer Complaints Board.

The term for the right to bring action does not run during board proceeding.

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