

Personal accident insurance

Companies and organisations

Contents

1	The insured and the recipient of compensation ...2	6	Compensation4
1.1	Insured 2	6.1	Restrictions to the payment of compensation 4
1.2	Recipient of compensation 2	6.2	Compensation for medical treatment expenses... 4
2	Validity and termination of the insurance 2	6.3	Daily allowance 5
2.1	Territory and validity..... 2	6.4	Compensation for permanent disability resulting from an accident 5
2.2	Validity during sporting activities 2	6.5	Death benefit 5
2.3	Termination of insurance 3		
3	Criminal activity, nuclear damage and war..... 3		
4	Indexation of the insurance 3		
5	Compensable insurance events and restrictions to compensability 3		
5.1	Accident..... 3		
5.2	Other compensable insurance events 3		
5.3	Restrictions 4		

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. If an insured party stays outside Finland for an uninterrupted period of more than six months, he or she is not considered to reside in Finland on a permanent basis.

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 and termination of the insurance

2.1 Territory 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.

Personal accident insurance is not in force outside the Nordic countries in desolated regions, including in deserts, jungles, the wilderness and on glaciers, when travelling or staying at over a day's journey from permanent habitation and roads. The Nordic countries are defined as not comprising Greenland, the Arctic Ocean islands or Spitsbergen (Svalbard).

Sports insurance is valid only in the specifically agreed sports activities. Validity is determined in the insurance policy.

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

2.2 Validity during sporting activities

Personal accident insurance is in force whenever engaging in sports activities for the purposes of maintaining an individual's own physical fitness.

2.2.1 Validity of group and personal accident insurance in sports activities

Under-16-year-olds are covered by this insurance in sports activities; however, specific group sports insurance must be taken out on anyone engaging in sports activities organised by a sports club or an association.

In respect of anyone aged 16 years and older, this insurance is not in force in the following sports or functions:

Professional sports

This insurance is not valid in any professional sports. Professional sports are individual and team sports which athletes practise as a professional activity and in which they receive payment or some other consideration or benefit for their performance exceeding the sum laid down in the Act on Athletes' Accident and Pension Cover or where they are obligated to take out an insurance set out in the Act on Athletes' Accident and Pension Cover.

Competitive sports

In respect of anyone aged 16 years and older, this insurance is not in force in any competitive sports.

Sports are considered competitive sports whenever they involve a competition, a match or some other sporting event for which the organiser requires the participants to hold a licence or similar or to sign a disclaimer.

Competitive sports are considered to include the competitions or matches organised by a sports federation or a club, training organised under a training programme and any other training appropriate to a sport irrespective of the level of the competitive sports.

Training organised under a training programme means any training practised in accordance with a training programme compiled in writing or orally under the supervision of a coach or without supervision. Other training appropriate to a sport refers to training engaged in in the form of exercises which are supplementary to the actual sport whenever practised as part of preparation for competitions or matches.

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 weightlifting, powerlifting, bodybuilding, strongman sports or similar;
- martial arts, combat sports and contact sports, such as boxing, kickboxing, wrestling, freestyle wrestling, judo, karate, fencing or similar;
- motorsports, such as rally, go-karting or moto-cross or similar;
- bungee jumping;
- climbing sports, such as mountaineering, rock climbing, ice climbing or wall climbing or similar. This exclusion does not apply to wall climbing whenever protective and safety equipment is used.
- recreational diving, scuba diving or freediving;
- speed skiing, downhill, freestyle and off-piste;
- air sports, such as parachuting, hang gliding, paragliding, hot air ballooning, parasailing, gliding, BASE jumping, wind tunnel practice, ultralight aviation, or aviation with home-built aircraft, or similar;
- ocean sailing or crossing the oceans by means of a boat.

With the exception of air sports as well as ocean sailing and crossing the oceans by means of a boat, specific insurance may be arranged for a risky sport.

2.2.2 Validity of sports insurance

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

Professional sports

This insurance is not valid in any professional sports. Professional sports are individual and team sports which athletes practise as a professional activity and in which they receive payment or some other consideration or benefit for their performance exceeding the sum laid down in the Act on Athletes' Accident and Pension Cover or where they are obligated to take out an insurance set out in the Act on Athletes' Accident and Pension Cover.

This insurance is not in force in ocean sailing or when crossing the oceans by means of a boat.

2.3 Termination of insurance

With regard to an individual insured person, this insurance terminates when he or she:

- resigns from the policyholder's employ;
- no longer belongs to the group of insured persons determined in the insurance policy.

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.

The date of termination of fixed-term traveller's insurance is shown in the insurance policy.

3 Criminal activity, nuclear damage and war

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

- criminal activity by the insured party;
- an impact of a weapon or a device based on a nuclear reaction or ionising radiation and injuring masses of people;
- nuclear damage as described in the Nuclear Liability Act, or by damage caused by a material, a device or a weapon based on a nuclear reaction, irrespective of where the damage occurs;
- a war, a rebellion, a riot, an armed conflict or similar, or service in a peacekeeping operation or other military action organised by the United Nations, the European Union or some other entity. Where an insured party embarks on international travel before armed action commences and does not participate in it, this section does not apply until 14 days have elapsed from the commencement of the armed action. If an insured party personally takes part in such armed action or where there is a major war, this section applies immediately. Major war means any war between two or more permanent members of the United Nations Security Council.

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. All compensation is paid according to the sums insured valid at the moment when an insured event occurs.

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

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 Insurance 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 Compensation for permanent disability resulting from an accident

Permanent disability shall refer to general permanent disability assessed in medical terms that results to the insured from the accident. In the assessment of a permanent disability, 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 profession or hobbies. In the assessment of a permanent disability, any deficiencies or illnesses of the insured not resulting from the accident subject to compensation shall not be considered.

The level of permanent disability is determined based on the government decree on the classification of disabilities, which is issued under the Workers' Compensation Act, in force at the moment of injury. In the classification of disabilities, 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.

Payment of compensation

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.

In case of any dispute under these terms and conditions the original Finnish wording shall prevail.

Insurance is granted by the following mutual insurance companies in LocalTapiola Group (business ID):

LähiTapiola **Etelä** (0139557-7) | LähiTapiola **Etelä-Pohjanmaa** (0178281-7) | LokalTapiola **Sydusten** -
LähiTapiola **Etelärannikko** (0135987-5) | LähiTapiola **Itä** (2246442-0) | LähiTapiola **Kaakkois-Suomi**
(0225907-5) | LähiTapiola **Kainuu-Koillismaa** (0210339-6) | LähiTapiola **Keski-Suomi** (0208463-1) |
LähiTapiola **Lappi** (0277001-7) | LähiTapiola **Loimi-Häme** (0134859-4) | LähiTapiola **Länsi-Suomi** (0134099-8) |
LähiTapiola **Pirkanmaa** (0205843-3) | LokalTapiola **Österbotten** - LähiTapiola **Pohjanmaa** (0180953-0) |
LähiTapiola **Pohjoinen** (2235550-7) | LähiTapiola **Pääkaupunkiseutu** (2647339-1) | LähiTapiola **Savo**
(1759597-9) | LähiTapiola **Savo-Karjala** (0218612-8) | LähiTapiola **Uusimaa** (0224469-0) |
LähiTapiola **Varsinais-Suomi** (0204067-1) | LähiTapiola **Vellamo** (0282283-3) |
LocalTapiola General Mutual Insurance Company (0211034-2)

The companies' contact details are available at www.lahitapiola.fi.

