

Occupational accident insurance

Occupational and leisure-time accident insurance in accordance with the Occupational Accidents, Injuries and Diseases Act.

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Occupational accident insurance

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General Terms and Conditions of Statutory Occupational Accident and Disease Insurance

1 Introduction

This policy is a statutory occupational accident and disease insurance policy as specified in the Occupational Accidents, Injuries and Diseases Act (495/2015), with LocalTapiola General Mutual Insurance Company (hereinafter "LocalTapiola") as the insurer.

The content of the policy is defined on the basis of the Occupational Accidents, Injuries and Diseases Act, these terms and conditions, and premium bases confirmed annually by LocalTapiola.

LocalTapiola shall send the insurance policy to the policyholder by way of confirmation of the validity of the insurance.

2 The insured

2.1 Persons subject to compulsory coverage

This policy is a general insurance policy applied to all employees of the policyholder who, by virtue of the Occupational Accidents, Injuries and Diseases Act, must be insured, unless it is stated in the policy document that the policy is a special policy for a specific part of the company taking out the insurance or for specific work within the said company.

2.2 Persons subject to voluntary coverage

The policyholder can voluntarily insure persons who have pension insurance in accordance with the Self-Employed Persons' Pensions Act (1272/2006). Additionally, voluntary insurance can be granted to persons as referred to in sections 2.4 and 2.5 of the terms and conditions of Self-Employed Persons' Accident Insurance.

3 Insurance period and expiry of insurance

3.1 Commencement of liability

The date on which LocalTapiola's liability commences is stated in the policy document. Liability commences from the date on which LocalTapiola receives an application for insurance unless a later commencement date is agreed upon.

3.2 Continuous insurance

An insurance contract is made for the insurance period. The insurance period is always a calendar year, except when the insurance takes effect in the middle of the year. In this case, the first insurance period ends at the close of the calendar year following the commencement of the insurance. The insurance will then continue one insurance period at a time, unless the obligation to insure has ended.

3.3 Termination of the obligation to insure

If the company discontinues its operations or the obligation to insure is otherwise terminated, the policyholder must inform LocalTapiola of this in writing as soon as it becomes aware so that the insurance can be terminated.

3.4 Transfer of the insurance to another insurance company

The policyholder may transfer continuous compulsory insurance as referred to in section 3.2 to another insurance company by submitting a written notification of transfer. The insurance can be transferred in such a way that it is terminated on the last day of March, June, September or December, but not before the end of the first insurance period. The first insurance period of a policy that has taken effect in the middle of the year ends on the last day of the calendar year following the commencement of the insurance. The notification of transfer must be delivered to LocalTapiola no later than three calendar months before the aforementioned termination dates.

3.5 The policyholder has no assets or is unknown

The insurance is considered to have terminated from the date on which the distrainer has issued an impediment certificate in accordance with chapter 3, section 95 of the Enforcement Code to confirm that the policyholder has no assets or the policyholder's whereabouts are unknown.

3.6 Policyholder's bankruptcy

The insurance will expire with effect from the moment that the employer who has taken out the insurance is declared bankrupt. If the bankruptcy estate commissions work for which insurance is compulsory, the bankruptcy estate is obliged to take out a new insurance policy in accordance with the Occupational Accidents, Injuries and Disease Act as of the commencement of the bankruptcy.

4 Policyholder's obligation to provide information

4.1 Policyholder's obligation to notify

For the purposes of assessing the risk of occupational accidents and diseases, determining the insurance premium and managing the insurance, the policyholder is obliged to inform LocalTapiola of all necessary information about the policyholder's business sector, amount and type of work, date of commencement of work, ownership of the company, occupational safety activities and other matters affecting the insurance premium as specified by LocalTapiola.

The policyholder must provide this information when applying for the insurance or within 14 days of the insurance taking effect.

The policyholder must notify LocalTapiola of any material changes in the information during the insurance period. Notification must be made within 30 days of the change.

4.2 Obligation to provide notification of accident, loss or damage

The policyholder must inform the insurance institution of occupational accidents and diseases within ten working days of becoming aware of them.

The policyholder is obliged to provide LocalTapiola with information about the injured party's work, employment relationship and remuneration, as well as other information this is necessary for the purpose of processing a compensation claim.

4.3 Consequences of negligence

Where information that is necessary to impose the premium is not submitted to LocalTapiola within the time limit set out in Section 4.1 or if LocalTapiola is provided with incorrect information, LocalTapiola will assess the scope of liability and will impose the premium based on the information available to it. Notwithstanding non-disclosure regulations, LocalTapiola has the right to obtain information from parties such as employee pension insurers and the Finnish Tax Administration on the amount of the work produced by the policyholder.

If the commencement or processing of a claim is materially delayed due to the employer having neglected its obligations as referred to in section 4.2, the employer may be denied compensation for loss of earnings due to loss of working capacity for the period of the delay.

5 Compensation

Compensation is paid on the basis of the insurance in accordance with the Occupational Accidents, Injuries and Diseases Act.

6 Insurance premium

6.1 Premium bases

The premium is determined on the basis of LocalTapiola's premium bases. The premium bases are defined in accordance with the Occupational Accidents, Injuries and Diseases Act and official regulations.

The premium for an insurance period is made up of a provisional premium and an adjustment premium.

6.2 Composition of premium

The premium is imposed on the basis of the occupational class-specific wage data obtained from the Incomes Register.

6.3 Provisional premium

The provisional premium is formulated in a manner determined by LocalTapiola on the basis of the information referred to in section 4.1 as provided by the policyholder or otherwise available to LocalTapiola. The provisional premium is paid for each insurance period in advance or during the insurance period at a time determined by LocalTapiola.

6.4 Difference between the final and provisional premiums

If the final premium for the insurance period

- exceeds the amount of the provisional premium collected, LocalTapiola will charge the policyholder the difference between the final premium and the provisional premium in the form of an adjustment premium.
- is below the amount of the provisional premium collected, LocalTapiola will refund the policyholder the difference between the final premium and the provisional premium in the form of an adjustment premium.

LocalTapiola will not pay interest on the adjustment premium refunded to the policyholder, nor will LocalTapiola charge interest on the adjustment premium collected from the policyholder.

The adjustment premium will be charged or refunded within a year of the end of the insurance period.

If the premium has been determined by taking account of the policyholder's own claim statistics, the time limit specified in section 6.6 is not applied, provided that LocalTapiola has agreed on this with the policyholder.

LocalTapiola's premium bases may define situations in which no adjustment premium is calculated in addition to the provisional premium.

6.5 Minimum premium

LocalTapiola will charge at least the minimum premium set out in the premium bases.

LocalTapiola is entitled to determine the insurance premium on the basis of available information about the minimum annual earnings of each employee in accordance with the Occupational Accidents, Injuries and Diseases Act.

6.6 Payment in several instalments

Where the policyholder agrees with LocalTapiola that the provisional premium be paid in several instalments, LocalTapiola has the right to charge the instalment fee determined according to the applicable premium assessment basis.

7 Delayed payments, distraint and garnishment

Where the premium is not paid at a time determined by LocalTapiola, annual interest for late payment, to be determined pursuant to Section 4(1) of the Interest Act (633/1982), must be paid for the period of delay based on the Workers' Compensation Act.

Under the Workers' Compensation Act, the premium and any interest accruing on the premium are attachable without a separate ruling or decision as provided in the Act on the Enforcement of Taxes and Public Payments (706/2007).

8 Occupational safety activities

LocalTapiola is entitled to conduct occupational safety inspections at a workplace covered by the insurance to prevent occupational accidents and diseases.

The policyholder undertakes to take reasonable measures in accordance with LocalTapiola's instructions with the aim of preventing occupational accidents and diseases as LocalTapiola deems appropriate after an occupational safety inspection has been carried out at the workplace. LocalTapiola, meanwhile, undertakes to assist the policyholder in occupational safety matters if required. If the policyholder neglects to take measures related to occupational safety, the insurance premium will be increased on the basis of tariff rates in accordance with the premium bases approved by LocalTapiola.

9 Appeals

9.1 Appeals related to premium bases

If the policyholder believes that the insurance premiums determined on the basis of legislation have been charged in contravention of legislation or the contract, the policyholder is entitled to make a reasoned written appeal to the Employment Accidents Appeal Board within two years of the beginning of the following year during which the receivable falls due or has been paid. Appeals due to distraint and garnishing will also be subject to the regulations of the act on the enforcement of taxes and payments.

If the policyholder is dissatisfied with the decision provided in the first instance by the employment accidents appeal board in relation to the matter, the policyholder may submit a petition of appeal to the Insurance Court. Policyholders can appeal verdicts issued by the Insurance Court on appeals related to the premium bases by appealing to the Supreme Court, providing that the Supreme Court has granted leave to appeal.

9.2 Appeals in claim-related matters

Any parties who are dissatisfied with a decision made by LocalTapiola can submit an appeal in writing to the Employment Accidents Appeal Board in accordance with the Occupational Accidents, Injuries and Diseases Act.

If the party is dissatisfied with the decision of the Employment Accidents Appeal Board, the party may submit an appeal in writing to the Insurance Court.

Decisions of the Insurance Court in which a verdict has been issued on whether an injury, illness or death gives rise to an entitlement to compensation in accordance with this Act or on who must pay such compensation can be appealed in the Supreme Court, providing that the Supreme Court has granted leave to appeal.

Group leisure-time insurance

Terms and conditions of voluntary group leisure-time insurance in accordance with section 199 of the Occupational Accidents, Injuries and Diseases Act.

1 Introduction

1.1 Employed persons covered for occupational accidents under compulsory insurance can be insured against non-occupational accidents in accordance with these terms and conditions of insurance.

1.2 The insurer for this policy is LocalTapiola General Mutual Insurance Company (hereinafter "LocalTapiola").

1.3 This insurance is granted only as supplementary insurance to voluntary occupational accident insurance valid at LocalTapiola as per the Occupational Accidents, Injuries and Diseases Act

2 The insured

The insurance may cover

- the entire personnel of the company,
- the employees of a certain part of the company, or
- a group of employees that forms a whole within the company on the basis of their work, duties or period of service.

The group covered by the insurance is determined in the policy.

Insurance is granted when there are at least two persons to be insured at the same time. If the number of insured parties falls below two, the insurance will expire at the end of the calendar year as per section 5.2.

3 Scope of insurance

The insurance is valid in leisure time.

Leisure time is considered to be circumstances other than those specified in sections 21–25 of the Occupational Accidents, Injuries and Diseases Act. Consequently, work and work-related circumstances stipulated in the Occupational Accidents, Injuries and Diseases Act are not considered leisure time.

The insurance is valid in Finland and abroad.

4 Compensation and limits to compensation

4.1 The insurance covers accidents suffered by the group of insured parties in leisure time as set out in the Occupational Accidents, Injuries and Diseases Act.

4.2 Accidents are not covered if the insured has not been working for the policyholder and the policyholder has had no obligation to pay salary to the insured for an uninterrupted period of more than 30 days

4.3 In accordance with the Occupational Accidents, Injuries and Diseases Act, leisure-time insurance does not cover occupational diseases as referred to in sections 26–29, material worsening of an injury or illness subject to compensation as an occupational disease as referred to in section 30, pain induced by work-related motion as referred to in section 33 or damage caused deliberately by another party.

In addition, this insurance does not cover the following:

1. Injury as referred to in the Patient Injuries Act
2. An insured event for which the injured party is entitled to compensation in accordance with this Act by virtue of other legislation

3. An insured event for which the injured party is entitled to compensation for an occupational accident or disease in accordance with the Act on Farmers' Occupational Accident Insurance
4. Traffic accidents as referred to in the Motor Liability Insurance Act or corresponding legislation in other states belonging to the European Economic Area
5. Accidents in rail-borne traffic as referred to in the Act on Liability in Rail-Borne Traffic (113/1999) or corresponding legislation in other states belonging to the European Economic Area

4.4 Compensation is reconciled with other benefits as specified in the Occupational Accidents, Injuries and Diseases Act.

5 Validity of insurance

5.1 This insurance is a continuous policy.

A continuous policy is in force one calendar year at a time, unless it ends for any of the reasons set out in Section 5.2.

5.2 The group leisure-time insurance expires when the occupational accident and disease insurance expires. The policyholder may terminate the insurance during the insurance period. Notice of termination must be given in writing. The insurance expires at the earliest when LocalTapiola receives notice of termination.

This insurance expires without notice at the end of a calendar year during which the number of insured employees falls below two.

The insurance terminates immediately upon a distrainer issuing an impediment certificate in accordance with chapter 3, section 95 of the Enforcement Code to confirm that the policyholder has no assets or the policyholder's whereabouts are unknown. The insurance terminates when the policyholder is declared bankrupt.

5.3 LocalTapiola has the right to cancel insurance if the policyholder neglects to pay LocalTapiola or an entity belonging to the same group of insurers with LocalTapiola any overdue premiums or if the policyholder or the insured intentionally provides incorrect or incomplete information for the purpose of examining a claim or imposing a premium. Insurance will end 30 days from the date of submitting a notice of cancellation.

5.4 LocalTapiola has the right to cancel insurance to end at the end of the insurance period.

6 Policyholder's obligation to notify

The policyholder is obliged to provide LocalTapiola with the information specified by LocalTapiola in section 4.1 of the general terms and conditions of occupational accident and disease insurance. The policyholder is obliged to notify LocalTapiola of any changes in the information submitted when the insurance contract was prepared. This includes a decrease in the number of the insured to below two; other significant changes in the insured group, their work or duties; and the termination of the group.

7 Occupational Accidents, Injuries and Diseases Act and general terms and conditions of insurance

The insurance is subject to the Occupational Accidents, Injuries and Diseases Act. The general terms and conditions of statutory occupational accident and disease insurance are also applied, unless otherwise specified in the terms and conditions of this insurance.

8 Appeals

The stipulations of the Occupational Accidents, Injuries and Diseases Act apply to appeals.

Individual leisure-time insurance for designated persons

Terms and conditions of voluntary individual leisure-time insurance in accordance with section 199 of the Occupational Accidents, Injuries and Diseases Act.

1 Introduction

1.1 This insurance is granted only as supplementary insurance to voluntary occupational accident insurance as per the Occupational Accidents, Injuries and Diseases Act which is valid at the same insurance company that has granted the employers' liability insurance.

1.2 The insurer for this policy is LocalTapiola General Mutual Insurance Company (hereinafter "LocalTapiola").

2 The insured

Under individual insurance, the insured include the persons named in the policy document.

The insurance only covers persons who are also covered for occupational accidents in accordance with the Occupational Accidents, Injuries and Diseases Act.

3 Scope of insurance

The insurance is valid in leisure time.

Leisure time is considered to be circumstances other than those specified in sections 21–25 of the Occupational Accidents, Injuries and Diseases Act. Consequently, work and work-related circumstances stipulated in the Occupational Accidents, Injuries and Diseases Act are not considered leisure time.

The insurance is valid in Finland and abroad.

4 Compensation, insured events, and exclusions

4.1 The insurance covers accidents suffered by the insured in leisure time as set out in the Occupational Accidents, Injuries and Diseases Act.

4.2 Accidents are not covered if the insured has not been working for the policyholder and the policyholder has had no obligation to pay salary to the insured for an uninterrupted period of more than 30 days.

4.3 In accordance with the Occupational Accidents, Injuries and Diseases Act, leisure-time insurance does not cover occupational diseases as referred to in sections 26–29, material worsening of an injury or illness subject to compensation as an occupational disease as referred to in section 30, pain induced by work-related motion as referred to in section 33 or damage caused deliberately by another party.

In addition, this insurance does not cover the following:

1. Injury as referred to in the Patient Injuries Act
2. An insured event for which the injured party is entitled to compensation in accordance with this Act by virtue of other legislation
3. An insured event for which the injured party is entitled to compensation for an occupational accident or disease in accordance with the Act on Farmers' Occupational Accident Insurance
4. Traffic accidents as referred to in the Motor Liability Insurance Act or corresponding legislation in other states belonging to the European Economic Area
5. Accidents in rail-borne traffic as referred to in the Act on Liability in Rail-Borne Traffic (113/1999) or corresponding legislation in other states belonging to the European Economic Area

4.4 Sports restrictions

Individual insurance does not cover accidents or injuries sustained during competitions organised by sports federations or clubs, or during training events organised by sports federations or clubs specifically for such competitions, insofar as the injured party is entitled to compensation on the basis of the insurance required as a condition of the licence of the sports federation or club.

Individual insurance does not cover accidents or injuries sustained while engaging in the following sports:

- Weight-lifting, power-lifting and corresponding activities
- Judo, karate and corresponding activities
- Tasks related to controlling aircraft
- Skydiving, hang-gliding and corresponding activities
- Motor sports
- Speed skiing, downhill racing, freestyle skiing, downhill skiing, snowboarding and corresponding activities
- Boxing, wrestling and corresponding activities
- American football, rugby and corresponding activities
- Mountain and rock climbing and corresponding activities
- Scuba diving and diving with equipment
- Floorball

However, the insurance also covers accidents and injuries sustained while engaging in the sports referred to in this section of the terms and conditions of insurance if an additional agreement has been made between the policyholder and LocalTapiola.

4.5 Compensation is reconciled with other benefits as specified in the Occupational Accidents, Injuries and Diseases Act.

5 Validity of insurance

5.1 This insurance is either a continuous or a fixed-period policy. A continuous policy is in force one calendar year at a time, unless it ends for any of the reasons set out in Section 5.3.

5.2 The policyholder may terminate the insurance during the insurance period. Notice of termination must be given in writing. The insurance expires at the earliest when LocalTapiola receives notice of termination.

5.3 This insurance will end when the insurance referred to in the Workers' Compensation Act ends. Individual leisure-time insurance will end correspondingly if the insured is no longer covered by the workers' compensation and occupational diseases insurance taken out by the employer.

Insurance ends immediately when the bailiff issues the impediment certificate defined in Section 95 of Chapter 3 of the Enforcement Code on the policyholder's lack of means or unknown whereabouts. Insurance ends when the policyholder is declared bankrupt.

5.4 LocalTapiola is entitled to terminate the insurance if the policyholder has neglected to pay overdue insurance premiums to LocalTapiola or to an organisation belonging to LocalTapiola's insurance group or if the policyholder or insured has deliberately provided incorrect or incomplete information for the purpose of processing a claim or determining the insurance premium. The insurance expires 30 days after the notice of termination was sent.

5.5 LocalTapiola is entitled to terminate an insurance policy with effect from the end of an insurance period.

6 Policyholder's obligation to notify

The policyholder is obliged to notify LocalTapiola of any changes in the information submitted when the insurance contract was prepared.

7 Occupational Accidents, Injuries and Diseases Act and general terms and conditions of insurance

The insurance is subject to the Occupational Accidents, Injuries and Diseases Act. The general terms and conditions of statutory occupational accident and disease insurance are also applied, unless otherwise specified in the terms and conditions of this insurance.

8 Appeals

The stipulations of the Occupational Accidents, Injuries and Diseases Act apply to appeals.

Sports insurance

Terms and conditions for the voluntary leisure-time insurance laid down in Section 199 of the Workers' Compensation Act.

1 Introduction

1.1 This insurance is granted only as supplementary insurance to voluntary occupational accident insurance as per the Occupational Accidents, Injuries and Diseases Act which is valid at the same insurance company that has granted the employers' liability insurance.

1.2 The insurer for this policy is LocalTapiola General Mutual Insurance Company (hereinafter "LocalTapiola").

1.3 Insurance is granted when there are at least two persons to be insured at the same time. If the number of insured parties falls below two, the insurance will expire at the end of the calendar year (section 5.2).

2 Insureds

This insurance can be taken out on the following:

- the company's entire personnel;
- the employees of a certain part of the company;
- a personnel group that forms a distinct group within the company;

on the basis of job, position, or period of service.

The insured group is defined in the insurance policy.

This insurance will be granted when the number of the persons on whom insurance is taken out at the same time is not smaller than two. If the number of the insureds permanently falls below two, this insurance ends at the end of the calendar year as set out in Section 5.2.

3 Scope of insurance

The insurance is valid:

- a. during sports training sessions, competitions or other sports events organised by a sports club established by the policyholder or the employees,
- b. during sports competitions or training sessions when representing the policyholder or the sports club referred to in section a above, or
- c. during direct journeys between the insured's home or workplace and the event mentioned above in sections a) or b). However, the insurance does not cover traffic accidents (see section 4.2).

In addition, this insurance is in force in employees' self-organised recreational leisure sport which is supported financially by the employer and in which employees can engage from a place, at a time and in a manner individually chosen by them. This insurance is not in force in any travel undertaken because of employees' self-organised recreational leisure sport supported financially by the employer.

The insurance is not valid for sports of a professional nature.

4 Compensation, insured events, and exclusions

4.1 This insurance covers losses that occur under the circumstances set out in Section 3 of the terms and conditions, with the exception of the losses shown under Section 4.2, as provided in the Workers' Compensation Act.

4.2 In accordance with the Occupational Accidents, Injuries and Diseases Act, leisure-time insurance does not cover occupational diseases as referred to in sections 26–29, material worsening of an injury or illness subject to compensation as an occupational disease as referred to in section 30, pain induced by work-related motion as referred to in section 33 or damage caused deliberately by another party.

In addition, this insurance does not cover the following:

1. Injury as referred to in the Patient Injuries Act
2. An insured event for which the injured party is entitled to compensation in accordance with this Act by virtue of other legislation
3. An insured event for which the injured party is entitled to compensation for an occupational accident or disease in accordance with the Act on Farmers' Occupational Accident Insurance
4. Traffic accidents as referred to in the Motor Liability Insurance Act or corresponding legislation in other states belonging to the European Economic Area
5. Accidents in rail-borne traffic as referred to in the Act on Liability in Rail-Borne Traffic (113/1999) or corresponding legislation in other states belonging to the European Economic Area

4.3 Compensation is reconciled with other benefits as specified in the Occupational Accidents, Injuries and Diseases Act.

5 Validity of insurance

5.1 This insurance is a continuous policy. A continuous policy is in force one calendar year at a time, unless it ends for any of the reasons set out in Section 5.3.

5.2 The policyholder can cancel insurance during an insurance period. Any cancellation must be made in writing. Insurance will be terminated no sooner than when LocalTapiola becomes aware of the cancellation.

This insurance will end without cancellation at the end of the calendar year during which the number of the insured employees permanently falls below two.

5.3 This insurance will end when the insurance referred to in the Workers' Compensation Act ends. Voluntary sports insurance will end correspondingly if the insured is no longer covered by the workers' compensation and occupational diseases insurance taken out by the employer.

Insurance ends immediately when the bailiff issues the impediment certificate defined in Section 95 of Chapter 3 of the Enforcement Code on the policyholder's lack of means or unknown whereabouts. Insurance ends when the policyholder is declared bankrupt.

5.4 LocalTapiola is entitled to terminate the insurance if the policyholder has neglected to pay overdue insurance premiums to LocalTapiola or to an organisation belonging to LocalTapiola's insurance group or if the policyholder or insured has deliberately provided incorrect or incomplete information for the purpose of processing a claim or determining the insurance premium. The insurance expires 30 days after the notice of termination was sent.

5.5 LocalTapiola is entitled to terminate an insurance policy with effect from the end of an insurance period.

6 Policyholder's obligation to notify

The policyholder is obliged to notify LocalTapiola of any changes in the information submitted when the insurance contract was prepared.

7 Appeals

The stipulations of the Occupational Accidents, Injuries and Diseases Act apply to appeals.

8 Occupational Accidents, Injuries and Diseases Act and general terms and conditions of insurance

The insurance is subject to the Occupational Accidents, Injuries and Diseases Act. The general terms and conditions of occupational accident and disease insurance are also applied, unless otherwise specified in the terms and conditions of this insurance.

Self-employed person's accident insurance

Terms and conditions of voluntary self-employed person's accident insurance in accordance with section 24 of the Occupational Accidents, Injuries and Diseases Act.

1 Introduction

1.1 The insurer for this policy is LocalTapiola General Mutual Insurance Company (hereinafter "LocalTapiola").

2 The insured

2.1 Under these insurance terms and conditions, insurance can be taken out on the self-employed persons defined in Chapter 24 of the Workers' Compensation Act. Anyone with a self-employed person's pension insurance is treated as a self-employed person who can be insured under the self-employed person's accident insurance referred to in the Workers' Compensation Act.

2.2 The insured include the persons named in the policy document.

2.3 Insurance will not be granted for:

- a. Persons who do not have valid self-employed person's pension insurance, except in the cases referred to in sections 2.4 and 2.5
- b. Persons who already have voluntary self-employed person's working-time accident insurance in accordance with the Occupational Accidents, Injuries and Diseases Act
- c. Entrepreneurial activities to which the Act on Farmers' Occupational Accident Insurance (1026/1981) can be applied
- d. Sports for which the insured earns income as referred to in section 12 of the Occupational Accidents, Injuries and Diseases Act

- e. Persons who do not work for the company
- f. Policyholders from whom LocalTapiola has undisputed overdue receivables

2.4 Insurance can be granted to self-employed persons under the age of 18 if they fulfil the requirements stipulated in section 3 of the Self-Employed Persons' Pension Act.

2.5 Upon application, the insurance can be extended to cover self-employed persons aged 68 and over if they continue their self-employment when they turn 68.

3 Scope of insurance

3.1 The insurance is valid during working time and leisure time unless an agreement is made to the effect that the insurance is only valid during working time.

3.2 The insurance is valid in Finland and abroad.

3.3 The insurance covers the work of the self-employed person as insured by self-employed person's pension insurance.

4 Compensation and limits to compensation

4.1 The insurance covers accidents and occupational diseases suffered by the insured person during working time and leisure time as set out in the Occupational Accidents, Injuries and Diseases Act.

4.2 In accordance with the Occupational Accidents, Injuries and Diseases Act, leisure-time insurance does not cover occupational diseases as referred to in sections 26–29, material worsening of an injury or illness subject to compensation as an occupational disease as referred to in section 30, pain induced by work-related motion as referred to in section 33 or damage caused deliberately by another party.

In addition, this insurance does not cover the following:

1. Injury as referred to in the Patient Injuries Act
2. An insured event for which the injured party is entitled to compensation in accordance with this Act by virtue of other legislation
3. An insured event for which the injured party is entitled to compensation for an occupational accident or disease in accordance with the Act on Farmers' Occupational Accident Insurance
4. Traffic accidents as referred to in the Motor Liability Insurance Act or corresponding legislation in other states belonging to the European Economic Area
5. Accidents in rail-borne traffic as referred to in the Act on Liability in Rail-Borne Traffic (113/1999) or corresponding legislation in other states belonging to the European Economic Area

4.3 Compensation is reconciled with other benefits as specified in the Occupational Accidents, Injuries and Diseases Act.

5 Annual earnings

5.1 The annual earned income used as the basis for determining the insurance premium is taken to be the insured's confirmed income in accordance with the Self-Employed Persons' Pensions Act (the confirmed YEL income).

5.2 The compensation payable under this insurance for loss of earnings is determined on the basis of the confirmed YEL income when the accident took place and in accordance with the Occupational Accidents, Injuries and Diseases Act.

5.3 If the insured is a person aged under 18 or the validity of the insurance is extended when a self-employed person aged 68 or over continues in self-employment in accordance with section 2.5, the annual earned income is the amount of income agreed upon by the policyholder and LocalTapiola to correspond to the self-employed person's work effort. The income is determined in compliance with the principles set out in section 112, subsection 1 of the Self-Employed Persons' Pensions Act.

6 Insurance premium

The premium is determined in accordance with LocalTapiola's premium bases on the basis of the insured's annual earnings and the risk of occupational accident and disease.

For the purpose of determining the premium, the policyholder is obliged to provide LocalTapiola with sufficient detail about the insured's work in the manner referred to in section 4.1 of the general terms and conditions of occupational accident and disease insurance. LocalTapiola will charge at least the minimum premium set out in the premium bases.

7 Validity and termination of insurance

7.1 This insurance is a continuous policy. Insurance cover will start once LocalTapiola has received all the information necessary to grant the insurance and to determine the premium and the agreed annual earnings, unless liability is agreed to commence later than this. The insurance policy shows the date when insurance cover starts. This insurance cannot start retroactively. A continuous policy is in force one calendar year at a time, unless insurance ends in accordance with Sections 7.2–7.5.

7.2 The policyholder may terminate the insurance during the insurance period. Notice of termination must be given in writing. The insurance expires at the earliest when LocalTapiola receives notice of termination.

7.3 If the insured no longer fulfils the requirements set out in section 2.1 or if insurance would no longer be granted to the insured based on section 2.3, coverage will cease as of the time when the change occurred.

If the policyholder has neglected the obligation to provide information when the insurance policy was prepared or when circumstances have changed, the insurance can also be terminated retrospectively if the insured would not have been granted insurance or if the insurance should have been terminated due to a change.

7.4 LocalTapiola is entitled to terminate the insurance if the policyholder has neglected to pay outstanding insurance premiums. The insurance expires 30 days after the notice of termination was sent. However, the insurance will not be terminated if the policyholder pays the outstanding insurance premium before the end of the notice period.

7.5 LocalTapiola is entitled to terminate the insurance if the policyholder has deliberately provided false or incomplete information for the purpose of processing a claim or determining the insurance premium in order to obtain financial benefit for the policyholder or any other party not entitled to such benefit.

8 Policyholder's obligation to notify

The policyholder must immediately notify LocalTapiola of any changes in the information on which the insurance is based. The obligation to notify applies to the following circumstances:

- Business operations or employment have ended for the insured
- The type of work done by the insured has substantially changed
- The ownership of the company or the self-employed person's position within the company have changed
- The insured's YEL insurance has ended, or the insured is transferred to a position covered by compulsory insurance or the Act on Farmers' Occupational Accident Insurance

9 Occupational Accidents, Injuries and Diseases Act and general terms and conditions of insurance

The insurance is subject to the Occupational Accidents, Injuries and Diseases Act. The general terms and conditions of statutory occupational accident and disease insurance are also applied, unless otherwise specified in the terms and conditions of this insurance.

10 Appeals

The stipulations of the Occupational Accidents, Injuries and Diseases Act apply to appeals.

Ship's crew leisure-time insurance

1 Introduction

1.1 This insurance is granted only as supplementary insurance to occupational accident insurance as per the Occupational Accidents, Injuries and Diseases Act.

The insurer for this policy is LocalTapiola General Mutual Insurance Company (hereinafter "LocalTapiola").

2 The insured

The insured parties are the employees of the policyholder who are subject to the collective agreement for seafaring that includes this leisure-time insurance cover.

3 Scope of insurance

This insurance is in force during leisure time.

Circumstances other than those set out in Sections 21–25 of the Workers' Compensation Act are treated as leisure time.

Therefore, the work and the work-related circumstances defined in the Workers' Compensation Act are not considered leisure time.

This insurance is in force in and outside Finland.

This insurance will not cover any losses caused by a war, an insurrection or some other comparable armed conflict.

4 Coverage and exclusions

4.1 The insurance covers accidents suffered by the group of insured parties in leisure time as set out in the Occupational Accidents, Injuries and Diseases Act.

4.2 Accidents are not covered if the insured has not been working for the policyholder and the policyholder has had no obligation to pay salary to the insured for an uninterrupted period of more than 30 days

4.3 In accordance with the Occupational Accidents, Injuries and Diseases Act, leisure-time insurance does not cover occupational diseases as referred to in sections 26–29, material worsening of an injury or illness subject to compensation as an occupational disease as referred to in section 30, pain induced by work-related motion as referred to in section 33 or damage caused deliberately by another party.

In addition, this insurance does not cover the following:

1. Injury as referred to in the Patient Injuries Act
2. An insured event for which the injured party is entitled to compensation in accordance with this Act by virtue of other legislation
3. An insured event for which the injured party is entitled to compensation for an occupational accident or disease in accordance with the Act on Farmers' Occupational Accident Insurance
4. Traffic accidents as referred to in the Motor Liability Insurance Act or corresponding legislation in other states belonging to the European Economic Area
5. Accidents in rail-borne traffic as referred to in the Act on Liability in Rail-Borne Traffic (113/1999) or corresponding legislation in other states belonging to the European Economic Area

4.4 Compensation is reconciled with other benefits as specified in the Occupational Accidents, Injuries and Diseases Act.

5 Validity of insurance

5.1 This insurance is a continuous policy. A continuous policy is in force one calendar year at a time, unless it ends for any of the reasons set out in Sections 5.2–5.3.

5.2 The policyholder may terminate the insurance during the insurance period. Notice of termination must be given in writing. The insurance expires at the earliest when LocalTapiola receives notice of termination. This voluntary insurance is terminated upon the expiry of the statutory accident insurance to which this insurance is supplementary.

The insurance terminates immediately upon a dis-trainer issuing an impediment certificate in accordance with chapter 3, section 95 of the Enforcement Code to confirm that the policyholder has no assets or the policyholder's whereabouts are unknown. The insurance terminates when the policyholder is declared bankrupt.

5.3 LocalTapiola is entitled to terminate the insurance if the policyholder has neglected to pay overdue insurance premiums to LocalTapiola or to an organisation belonging to LocalTapiola's insurance group or if the policyholder or insured has deliberately provided incorrect or incomplete information for the purpose of processing a claim or determining the insurance premium. The insurance expires 30 days after the notice of termination was sent.

5.4 LocalTapiola is entitled to terminate an insurance policy with effect from the end of an insurance period.

6 Policyholder's obligation of notification

The policyholder is obligated to notify LocalTapiola of any changes in the information provided when drawing up the relevant insurance contract.

7 Appeals

The stipulations of the Occupational Accidents, Injuries and Diseases Act apply to appeals.

8 Occupational Accidents, Injuries and Diseases Act and general terms and conditions of insurance

This insurance is subject to the Occupational Accidents, Injuries and Diseases Act. The general terms and conditions of occupational accident and disease insurance are also applied, unless otherwise specified in the terms and conditions of this insurance.

LocalTapiola General Mutual Insurance Company

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