

# Group accident insurance

## YTK Worklife

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## 1 Insured parties and recipient of compensation

### 1.1 Insured parties

The insured parties are the persons shown in the insurance policy or the persons belonging to the group of persons determined in the insurance policy.

An insured party must reside in Finland on a permanent basis and must hold a valid Kela (health insurance) card as an indication that he or she is covered by Finnish residence-based social security. If an insured party sojourns outside Finland for an uninterrupted period of six months, he or she does not reside in Finland on a permanent basis.

### 1.2 Recipient of compensation

The recipient of compensation is an insured party or some other party entitled to compensation. In the event of death, the recipient of compensation is the beneficiary.

Family members are considered to be the beneficiary, unless otherwise designated by the policyholder (Section 10 of the General terms and conditions discusses in more detail how beneficiaries are designated).

Family members refer to an insured party's spouse and heirs. The heirs primarily include an insured party's descendants, who comprise an insured party's children and adopted children. The spouse is the person to whom an insured party was married, or with whom he or she was in a registered life partnership, at the time of death. An unmarried partner is not a spouse within the meaning of the insurance terms and conditions; any unmarried partner must be specifically designated a beneficiary. The Insurance Contracts Act contains more specific provisions on the definition of a family member.

Policyholders may designate a beneficiary in respect of the death benefit by communicating this in writing to LocalTapiola before an insured event occurs.

## 2 Validity and termination of insurance

### 2.1 Territorial limits and period of validity

Personal accident insurance is in force within the territory shown in the insurance policy. Any insurance in force outside Finland or worldwide is in force outside Finland without interruption for a maximum of six (6) months from the commencement of travel.

Personal accident insurance may be taken out either as a full-time policy or only for off working hours. Full-time insurance is valid during work and in leisure time. An off-working-hours policy is in force during leisure time. An accident is deemed not to occur in leisure time whenever it is caused:

- while an insured party is engaged in work which is covered for accidents by an accident insurance act;
- while an insured party is engaged in work for gain in employed work, in self-employment or as a sole trader;
- in some other equivalent activities.

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

Insurance validity is determined in the insurance policy. The territorial limits and the period of validity of group accident insurance are determined in the insurance policy.

### 2.2 Validity in sports activities

This 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

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.

However, we do not consider any amateur or veterans leagues organised by a sports federation or a club to fall under the definition of competitive sports.

##### Risky sports and functions

In respect of anyone aged 16 years and older, this insurance is not in force in the following sports or functions or whenever trying such functions on a one-off basis:

- 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 motocross 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.

With the exception of air sports, specific insurance may be arranged for a risky sport.

#### **Additional exclusion**

This insurance is not in force in the following functions:

- ocean sailing or crossing the oceans by means of a boat.

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 sojourning 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).

#### **2.2.2 Validity of sports insurance**

This insurance is valid only in the specifically agreed sports activities, including competitive sports and related training.

#### **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.

#### **Additional exclusions**

This insurance is not in force in the following functions:

- ocean sailing or crossing the oceans by means of a boat.
- 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 sojourning 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).

#### **2.3 Termination of insurance**

In respect of individual insured parties, this insurance terminates when he or she resigns from the policyholder's employ or no longer belongs to the group of the insured parties determined in the insurance policy. The insurance termination age is shown in the insurance policy.

Section 16 of the General terms and conditions discusses the termination of insurance contracts in more detail.

The time when a fixed-term accident insurance policy terminates is shown in the insurance policy.

### **3 Criminal activity, nuclear damage and war**

Personal accident insurance does not cover any loss, damage or injury caused by:

- any criminal activity by an 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 insurance**

The sums insured, any deductibles and the premiums are coefficient or index adjusted annually at the beginning of an insurance period. All policies are linked to the wage coefficient referred to in the Employees Pensions Act (TyEL wage coefficient). The value in the calendar year preceding the commencement of an insurance period is used as the wage coefficient.

Fixed-term group accident insurance is not linked to any index.

### **5 Insured events covered, and cover restrictions and exclusions**

The purpose of the insurance is to compensate, in accordance with these terms and conditions and the General terms and conditions, for costs incurred by an insured event within the scope of the agreed insurance cover.

Personal accident insurance covers the accidents which occur during the validity of the insurance and the other insured events specifically indicated in the terms and conditions. All compensation is paid according to the sums insured valid at the moment when an insured event occurs.

#### **5.1 Accident**

Accident refers to a sudden occurrence caused by an external factor that results in a bodily injury to an insured party against his or her will.

## 5.2 Other insured events covered

In addition, the following incidents suffered by an insured party are covered by personal accident insurance: involuntary drowning, gas poisoning, heat-stroke, sunstroke, frostbite, and any poisoning caused by a substance accidentally ingested by an insured party.

Additionally, personal accident insurance covers:

- injuries caused by a significant pressure variation;
- muscle or tendon strains resulting from a sudden motion or exertion the principal cause of which is not an insured party's illness or physical defect. Compensation is conditional on medical treatment being initiated within 14 days of an injury. Compensation will be paid for up to six weeks from the date on which a strain occurs. No MRI or any surgical intervention are covered as treatment expenses of a strain caused by a sudden motion or exertion.

## 5.3 Cover restrictions and exclusions

This insurance does not cover any injury or death caused:

- by suicide or attempted suicide by an insured party;
- by an insured party's illness, physical defect or any insured event caused by them;
- in connection with any surgery, care measure or some other medical measure performed to treat an illness or a physical defect, unless performed to treat an injury covered by this insurance;
- poisoning by an ingested substance, or by any pharmaceutical substance, alcohol or some other drugs consumed by an insured party.

This insurance does not cover any:

- injury caused to a tooth or dentures by occlusion, even where an external factor contributes to such injury;
- illness, injury, defect or musculoskeletal degeneration, or any deterioration of the teeth or of the periodontium resulting from a disease of the mouth or of the teeth, which is independent of any insured event, even where it was asymptomatic before said insured event;
- rupture of the Achilles tendon, hernia of the intervertebral disk, abdominal hernia and hernia in the inguinal region, unless the injury is caused by an accident wherein even healthy tissue would be damaged;
- psychic consequences of an insured event;
- communicable disease or illness caused by a bite by an insect or similar;
- indirect costs, including clothing, equipment, home maintenance costs, nutrition and food expenses, telephone expenses, loss of income, or any escorting person's costs of travel or accommodation.

## 6 Compensation

This insurance compensates for medical treatment expenses, and pays a death benefit and compensation for functional limitation, in accordance with the insurance contract.

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

### 6.1 Limitations on the payment of compensation

If circumstances independent of a covered insured event substantially contribute to an injury or prolong the healing thereof, any medical treatment expenses are covered and compensation for functional limitation is payable only insofar as the treatment, disability to work or functional limitation can, on the basis of medical knowledge, be deemed to have resulted from a covered insured event.

Under the General terms and conditions, compensation may be reduced where an insured party or some other party entitled to compensation contributes to an injury or an event through gross negligence.

Compensation may be denied if an insured party or some other party entitled to compensation causes an insured event deliberately.

### 6.2 Compensation for medical treatment expenses

#### 6.2.1 Filing for compensation

Medical treatment expenses are covered insofar as they are not covered by any law. Medical treatment expenses are covered under the Workers' Compensation Act, the Workers' Compensation Act for Self-employed Farmers, the Motor Liability Insurance Act, the Basic Education Act, the Health Insurance Act and the Patient Insurance Act. Other legislation also contains rules governing primary liability for compensation. Where compensation for medical treatment expenses is provided for in law, compensation must be first sought on the basis of that law.

Claimants must seek the compensation referred to in the Health Insurance Act from the Social Insurance Institution of Finland (Kela) before filing a claim to LocalTapiola. The compensation referred to in the Health Insurance Act must be sought from Kela within six months of the date on which expenses are incurred. If the entitlement to the compensation referred to in the Health Insurance Act is extinguished, LocalTapiola will subtract from the compensation the proportion which would have been paid under the Health Insurance Act.

Claimants must submit to LocalTapiola the original compensation decision issued by Kela together with copies of the receipts supplied by Kela. As for the receipts in respect of which no compensation was received from Kela, the originals must be submitted to LocalTapiola.

#### 6.2.2 Medical treatment expenses covered

The expenses of treating a covered insured event incurred to an insured party are covered on the basis of an original invoice or receipt.

All compensation for medical treatment expenses is conditional on any examination, treatment, medications and medical equipment being ordered by a doctor and them being considered necessary for the examination or treatment of an illness according to

generally accepted medical practice. The medical treatment expenses must be reasonable. Should the expenses be clearly above the general price level of the country, they are covered only to the extent corresponding to the general price level of that country. Any treatment given outside Finland is covered only where deemed medically necessary.

The medical treatment expenses covered include:

- charges payable to a doctor, a dentist or some other health care professional for examinations and treatments provided;
- pharmaceutical preparations dispensed by a pharmacist under a licence granted by the authorities;
- daily hospital charges;
- expenses of a maximum of 10 sessions of physiotherapy, unless otherwise shown in the insurance policy;
- expenses of cosmetic treatment approved in advance by LocalTapiola;
- expenses of travel to the covered treatments and examinations described above, unless otherwise shown in the insurance policy;
- the first orthopaedic bandage or support prescribed due to an injury;
- rental cost of crutches;
- the first spectacles prescribed due to an injury that impairs vision;
- the repair cost of spectacles, a hearing aid, dentures and a hard hat in use by an insured party and damaged in an accident for which medical treatment is necessary, or the replacement cost of the same. The repairs must be made or the replacement carried out within two months of an accident. Up to €500 per accident and per item broken will be paid in compensation.

The medical treatment expenses covered do not include any:

- acquisition costs of dentures, hearing aids, spectacles or contact lenses lost in connection with an accident;
- costs of rehabilitation or therapy;
- costs incurred on account of spending time at a rehabilitation centre, a spa or a nature health institution;
- costs of homeopathic or anthroposophic preparations, or any pharmaceutical, vitamin, trace element, mineral or nutrient preparations.

### 6.3 Compensation for functional limitation

Permanent disability means a medically assessed permanent disability of a general character caused by an accident to an insured party. When determining the level of permanent disability, the only factors considered are the nature of the accidental injury and the functional limitation which it causes, not any individual circumstances of an injured party such as profession or hobbies. When determining the level of permanent disability, an insured party's defects or illnesses not caused by this covered accident are not taken into consideration.

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 disability classification, injuries are divided by their severity into disability categories 1–20. Disability category one represents a medical disability of five per cent, and each following category denotes a disability which is five per cents higher. Disability category 20 denotes a full 100 per cent disability.

No compensation is payable for any disability which becomes apparent after three years of an accident.

#### 6.3.1 Compensation for permanent disability

Compensation is paid when a disability becomes permanent, however not before a permanent disability has lasted for three months. The compensation payable equals the proportion of the agreed compensation for functional limitation corresponding to the relevant disability category.

Where a disability category is confirmed to be higher within three years of paying lump-sum compensation, the equivalent of the difference between the disability categories is paid as additional compensation. Later, compensation will not be adjusted if a new disability category takes effect.

### 6.4 Death benefit

An agreed death benefit is payable for death caused by a covered insured event. Any lump-sum compensation for permanent disability paid on account of the same accident will be deducted from this benefit.

No death benefit is payable if the insured party in question dies after three years have elapsed from the relevant covered 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](http://www.lahitapiola.fi).

