

# Non-occupational accident insurance for trade union members

## Insurance terms, valid as of 1 January 2025

The content of the insurance consists of the insurance policy, these insurance terms, the additional terms of the member insurance and the general contract terms.

The official language on these insurance terms is Finnish, and any disputes that might arise from the interpretation of the terms shall be settled according to the Finnish terms.

## 1. Content of insurance

Accident insurance may include coverage:

- for treatment expenses from injury
- in case of accidental permanent disability
- in case of accidental death

The coverages included in the insurance are specified in the Additional terms of the member insurance.

## 2. Insured

The insured persons are defined in the Additional terms of the member insurance.

The insurance covers the individuals provided that they have a primary residence in Finland and live primarily in Finland and own a Kela card (personal health insurance card) as a proof of eligibility to residence-based social security. If an insured person spends more than six months each year abroad, they are not considered to reside permanently in Finland.

## 3. Validity

The insurance is valid in the area mentioned in the Additional terms of the member insurance during leisure time.

Accident insurance does not cover competitive sports. Competitive sports refer to a competition, match or other sport event in which the organiser requires the participant to obtain a license or sign a disclaimer. Moreover, insurance is not valid during training for the abovementioned competitive purpose, nor during training that is typical to the sport in question. Accident insurance does not cover the following sports or hobbies or trials of such activities

- strength sports, such as weightlifting, powerlifting, bodybuilding, strongman competitions or similar sports.
- martial arts, combat sports, contact sports and self-defense styles, such as boxing, kickboxing, wrestling, freestyle wrestling, judo, karate, fencing or similar sports.
- motorsport, such as motor racing, kart racing, motocross, or similar sports.
- climbing, such as mountain climbing, rock climbing, wall climbing, ice climbing or similar sports. This limitation does not apply to wall climbing when protective and safety equipment is used.
- aerial sports, such as parachuting, hang gliding, paragliding, hot air ballooning, parasailing, gliding, base jumping, indoor skydiving, ultralight aviation, flying experimental planes or similar sports.
- wing sailing, kitesurfing, kiteboarding, and snowkiting
- speed skiing, downhill skiing, freestyle skiing and off-piste skiing
- American or Australian football or rugby
- lacrosse
- bungee jumping
- diving, scuba diving or freediving
- roller derby
- downhill mountain biking or skating
- parkour
- ocean sailing or crossing the ocean by boat.
- trekking or hiking in uninhabited regions outside the Nordic countries, such as desert, jungles, glaciers, and the wilderness, when travelling or staying in areas more than a day's walk away from permanent settlements and road connections. In this context, the Nordic countries do not include Greenland, the islands in the Arctic Ocean and Svalbard.

Accident insurance does not cover accidents specified in the Workers' Compensation Insurance Act or equivalent acts if the accidents take place during business trips, work commuting, or when the insured is working for his or her employer or as an independent entrepreneur.

## 4. Compensable accidents

The insurance may cover the treatment costs incurred in the event of an accident while the insurance is in force, the permanent handicap caused and the death benefit according to the insurance coverage chosen for the insurance. The chosen insurance coverage is specified in the additional terms of member insurance.

Accident is a sudden, external event causing physical injury to the insured against his or her will.

A strained muscle or tendon is considered a compensable accident, if it has happened due to sudden movement or exertion, and is not caused by an illness or physical defect. Compensation is paid under the condition that medical care begins within 14 days of the accident. Compensation is paid for up to six weeks from the injury. Magnetic imaging or surgery is not compensated in cases of strained muscles or tendons due to sudden movement or exertion.

Compensable accidents also include unintentional drowning, gas poisoning, heatstroke, sunstroke, frostbite and damage from pressure fluctuation.

## 5. Compensation of treatment expenses

### 5.1 Treatment expenses

Turva compensates the insured's treatment expenses as defined in section 5.2, unless said expenses are compensable by another party on the basis of the Health Insurance Act or other legislation. If the insured would otherwise, be eligible for compensation of this type, but by his or her action causes it to be denied, the expenses are not compensated from accident insurance either.

Treatment expenses per accident are compensated up to the sum insured that was valid at the time of the accident. After the insurance expires, treatment expenses are compensated for the maximum duration of one year. Compensation is based on original invoices or receipts.

Compensation of treatment expenses requires that the examination or treatment is ordered by a doctor and deemed necessary by expert medical knowledge.

### 5.2 Compensable treatment expenses

- reasonable expenses of examinations and treatments and medications. These must ne

medically necessary to treat and heal the injury and carried out or ordered by a doctor or a dentist.

- hospital fees for staying in a hospital.
- one period of physical therapy, necessary for the treatment of injury, comprising a maximum of 5 individual sessions prescribed by a doctor, following an accident.
- necessary repair or replacement of eyeglasses, hearing aid, dentures and safety helmet, if they are in use at the time of accident and broken in the accident. They are compensated only in cases of accidents that require medical care. Repair or replacement must be done within two months of the accident. Maximum compensation is € 500 per device and accident.
- first eyeglasses of the insured, prescribed due to an accident that impaired eyesight.
- costs of cosmetic treatment given after an injury, if the costs are accepted beforehand by Turva
- expenses of medical certificates required by Turva for the processing of the compensation claim.
- reasonable travel expenses related to aforementioned treatments and examinations.

In order to ensure prompt care, Turva can direct the insured to seek a medical examination or treatment from a service provider designed by Turva. This is done only with the consent of the insured.

### 5.3 Non-compensable treatment expenses

- expenses of staying in a rehabilitation institution or therapeutic spa
- therapeutic treatments such as speech therapy, nutritional therapy, occupational therapy, or psychotherapy
- alternative medicine practices that are not established as medical treatments
- micronutrient products, natural medicine or vitamin products, anthroposophical medicine, homeopathic products, or other drug-like products
- calcium products, milk products or products for special nutritional use
- bandaging materials, assistive devices, orthopedic braces, surgical boots or prostheses, except for those mentioned in section 5.2
- assistive devices, surgical boots, prostheses, dentures, hearing aids, eyeglasses or contact lenses lost in the accident.
- prolongation of the healing process or worsening of the injury caused by negligence of treatment.
- loss or income, household management expenses or other indirect expenses
- other treatment costs that are not included in compensable treatment costs above

### 5.4 Deductible

The deductible is determined in the Additional terms of the member insurance.

### **5.5 Reduction of compensation**

If the claimed compensation for treatment expenses is obviously higher than the normal level of such expenses, Turva has the right to reduce the compensation. Turva may not reduce the compensation below a reasonable level.

## **6. Permanent handicap**

Permanent handicap means an overall handicap caused to the insured by an accident. Permanent handicap is evaluated on medical grounds. Only the nature of the handicap is taken into consideration, not individual considerations such as hobbies.

Degree of handicap is evaluated on the grounds of handicap classification formulated by the Finnish government on the basis of the Employment Accident and Occupational Disease Act. Handicaps are categorised into levels 1–20, level 1 representing 5% handicap and each additional level increasing the handicap by another 5%. Level 20 handicap entails 100% handicap.

If the insured has an illness or handicap unrelated to the accident, only the aspect of the handicap that is caused by the accident is evaluated.

Compensation is paid once the handicap has become permanent, but not earlier than one year after the accident.

Compensation is not paid for a handicap that manifests after three years or longer from the accident.

Compensation for full permanent handicap is the sum insured that was valid at the time of the accident. Partial handicap is compensated according to the percentage defined by the level of handicap.

If the degree of handicap increases by two or more levels before three years has passed from the payment of compensation, the amount of compensation shall be adjusted accordingly. After the period of three years the insured is not eligible to adjustments in the compensation.

## **7. Death**

Compensation for accidental death is paid according to the sum insured that was valid at the time of the accident. If compensation for permanent handicap has been paid for the same accident, the amount of that compensation is deducted from the compensation for accidental death.

Compensation for accidental death is not paid if the insured dies three years or longer after the accident. In case of death, relatives of the insured are the beneficiaries.

## **8. Limitations on the payment of compensation**

If factors independent of the compensable insured event have materially contributed to the occurrence of an injury, or the prolongation of recovery from it, treatment expenses and compensation for a permanent handicap are paid in so far as the treatment or handicap must, based on medical knowledge, be deemed to have been caused by a compensable accident.

The compensation may be reduced according to the General Terms and Conditions if the insured or another person entitled to insurance compensation has contributed to the injury or event by gross negligence. Compensation may not be payable if the insured or another person entitled to insurance compensation has caused the insured event intentionally.

## **9. Accident insurance does not cover**

Accident insurance does not cover:

- injury or death caused by the insured's illness or physical defect.
- injury or death caused by medical treatment or surgery unless the treatment is done for an injury compensable by this insurance.
- poisoning from a medical substance, alcohol, other intoxicating substance, or food
- damage to the teeth or dentures caused from biting, even if caused by an outside factor.
- events that are not related to the occurrence of loss, such as unrelated illness, injury, impairment or degradation of musculoskeletal or connective tissue, or degradation of teeth or tissues supporting the teeth due to mouth or dental disease. Such events are not compensated even if they have been symptomless before the occurrence of loss.
- spinal disc, stomach or groin hernia or torn achilles tendon, unless the injury is caused by such an accident that it would also damage healthy tissue
- mental illness caused by an accident
- contagious diseases caused by the sting or bite of an animal, insect, tick or such.
- injury or death while engaged in criminal activity or the attempt of criminal activity.
- injury or death caused in a conflict or assault, unless a police investigation has proven the insured to be innocent and the insured prosecutes the case
- injury or death caused by suicide or the attempt of suicide
- accident caused by war, armed conflict or serving in peacekeeping operations. This limitation of liability is not applied within 14 days of the beginning of the conflict, if the insured has not taken part in the conflict, and the conflict in question is not a major war. If the conflict in question is a major war, this limitation of liability is applied immediately. A major war is defined as a war in which two or more

permanent members of the United Nations Security Council take part.

- mass destruction caused by the use of a nuclear device

## **10. Other terms and conditions**

General terms and conditions YR01.