

(This is a translation of the Finnish terms and conditions)

Insurance Terms and Conditions

Valid from 1 January 2012

ACCIDENT INSURANCE

Occupational and leisure-time accident insurance in accordance with the Employment Accidents Insurance Act

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Statutory Accident Insurance General Terms and Conditions

1 Overview

1.1 This policy is a statutory accident insurance policy as specified in the Employment Accidents Insurance Act (608/1948), with Tapiola General Mutual Insurance Company (hereinafter "Tapiola") as the insurer.

The content of the policy is defined on the basis of the Employment Accidents Insurance Act, these Terms and Conditions, and premium bases confirmed annually by Tapiola. Voluntary insurance policies are also subject to the Terms and Conditions of the relevant policy.

1.2 Tapiola will provide the policyholder with a written certificate indicating that the policy in question is in compliance with the Employment Accidents Insurance Act. The certificate will be marked in the policy document and in the notification to be delivered to the policyholder. According to the Employment Accidents Insurance Act, the policyholder must display the notification in the workplace for everyone to see.

2 The insured

Persons covered by compulsory insurance

2.1 This policy is a general insurance policy applied to all employees of the policyholder who, by virtue of the Employment Accidents Insurance 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.

Persons covered by voluntary insurance

2.2 If the policyholder has included him- or herself, his or her family member or other persons employed by him or her in the policy who do not need to be insured under the Employment Accidents Insurance Act, such voluntary insurance in accordance with section 57 of the

Employment Accidents Insurance Act is marked separately in the policy document. In this case, the document includes the names of the persons signed up for the insurance as well as annual earnings agreed to be used as the basis for the premium and workers' compensation benefits.

3 Insurance period and expiry of insurance

Commencement of liability

3.1 The date on which Tapiola's liability commences is stated in the policy document.

Continuous insurance

3.2 The insurance contract is made for an 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 or the policy has been terminated.

Fixed-term insurance

3.3 The insurance contract may also be made for specific work whose duration is limited or for a specific worksite. Such a policy will end without a notice of termination, and the insurance period will be the period of validity of the insurance.

3.4 If work referred to in section 3.3 continues after the date specified in the policy document, the insurance is considered to be valid until the work is completed. The policyholder must inform Tapiola of the continuation of the work before the expiration of the insurance period specified in the policy.

Termination of the obligation to insure

3.5 If work other than that defined in section 3.3 ends, the company discontinues its operations or the obligation to insure is otherwise terminated, the policyholder must inform Tapiola of this in writing no later than one month before the expiration of the insurance period so that the insurance can be terminated. If the policyholder fails to inform Tapiola, he or she will, under the Employment Accidents Insurance Act, be liable to pay Tapiola reasonable compensation for costs incurred as a result of the failure.

Transfer of insurance to another company

3.6 The policyholder may terminate, in writing, a continuous compulsory insurance policy as defined in section 3.2 to end 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. Notice of termination must be given no later than three calendar months before the end dates mentioned above. At the same time, it must be demonstrated that a new policy will take effect in another insurance company when the validity of the terminated policy ends.

3.7 When the premium is being collected through debt recovery, the insurance will expire without notice of termination at the moment at which the executive authority finds the policyholder to be without means or that the policyholder's whereabouts are unknown.

3.8 If an employer who has taken out compulsory insurance is declared bankrupt, the employer's obligations based on this insurance will be transferred to the bankruptcy estate as of the commencement of the bankruptcy. The premiums for the duration of the bankruptcy process will be paid by the bankruptcy estate.

4 Compensation

On the basis of this insurance, compensation is paid for occupational accidents and diseases as per the Employment Accidents Insurance Act.

Compensation for loss of income

Sickness allowance is paid for up to one year when disability lasts for at least three consecutive days, excluding the day of the accident.

Workers' compensation pension is paid if disability continues after one year of the accident or the occurrence of the occupational disease.

5 Premium

5.1 The premium is determined on the basis of Tapiola's premium grounds. The premium grounds have been compiled on the basis of the Employment Accidents Insurance Act.

5.2 The premium for an insurance period is made up of a provisional premium and an adjustment premium. The provisional premium is paid in advance for each insurance period at a time determined by Tapiola. If the final premium for the insurance period

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

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

The adjustment premium will be charged or refunded no later than within a year of the end of the insurance period, unless otherwise provided in section 6.3. Tapiola's premium bases may define situations in which no adjustment premium is calculated in addition to the provisional premium. Tapiola will charge at least the minimum premium set out in the premium bases.

5.3 If the premium has been defined taking account of the policyholder's own claim statistics, the time limit specified in section 5.2 is not applied, provided that Tapiola has agreed on this with the policyholder.

5.4 If the policyholder has made an agreement with Tapiola about splitting the premium into several instalments, Tapiola is entitled to an extra charge for instalment premium.

6 Payroll report

Payroll report submission

6.1 For the determination of the final premium, the policyholder is obliged to provide Tapiola with the necessary information on the salaries paid as well as on the number employees and their working hours grouped by type of work. The information must be submitted in the manner agreed with Tapiola within a month of the expiry of the insurance or, in continuous insurance policies, before the end of January.

6.2 The policyholder must, on demand, provide a Tapiola representative with a report on the earnings, period of employment and nature of work of each employee during the insurance period.

Consequences of negligence

6.3 If the above-mentioned information is not submitted to Tapiola within the time limit specified in section 6.1 or if Tapiola is provided with false information, Tapiola is entitled, under the Employment Accidents Insurance Act, to evaluate the scope of liability during the past insurance period and charge the policyholder up to four times the premium for the part to which the negligence or false information applies.

7 Penalty interest and execution

7.1 Should the premium not have been paid in due time as specified in section 5.2 above,

annual penalty interest will, under the Employment Accidents Insurance Act, be payable for the late payment in accordance with section 4, subsection 1 of the Interest Act (633/1982).

7.2 A premium levied in execution is raised by 10 per cent as a one-time measure. Instead of the raise, Tapiola may, however, charge penalty interest as defined in section 7.1 on the receivable when submitting the premium for execution.

7.3 The premium and the raise or the penalty interest replacing the raise may, under section 38 of the Employment Accidents Insurance Act, be levied in execution without a judgement or decision.

8 Occupational safety activities

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

8.2 The policyholder undertakes to perform, in accordance with Tapiola's instructions, such reasonable measures aimed at preventing occupational accidents and diseases that Tapiola deems appropriate based on an occupational safety inspection carried out at the workplace. Tapiola, meanwhile, undertakes to assist the policyholder in occupational safety matters if required.

9 Appeal

9.1 Decisions made by Tapiola on the basis of this insurance may be appealed to the Employment Accidents Appeal Board as per section 53 a, subsection 1 of the Employment Accidents Insurance Act. An appeal must be made in writing within 30 days of receiving information of the decision on compensation. The Employment Accidents Insurance Act also applies to appeals in other respects.

9.2 A policyholder who considers that the debiting of a premium has been contrary to law or this agreement may make a written material appeal to the Employment Accidents Appeal Board as per section 53 a, subsection 3 of the Employment Accidents Insurance Act. The appeal must be made within two years from the beginning of the year following the year in which the liability was imposed or debited. The Employment Accidents Insurance Act also applies to appeals in other respects.

10 Entry into effect

These Terms and Conditions take effect from 1 January 2012.

Leisure-Time Group Insurance

Terms and Conditions of voluntary leisure-time group insurance as per section 57, subsection 2 of the Employment Accidents Insurance Act

Overview

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

1.2 This insurance is granted only as supplementary insurance to voluntary occupational accident insurance valid at Tapiola as per the Employment Accidents Insurance Act.

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

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 document.

Insurance is granted when there are at least three persons to be insured at the same time. If the number of the insured falls below three, the insurance will expire at the end of the calendar year as per section 6.2.

3 Scope of coverage

The insurance is valid outside working hours. i.e., in circumstances other than those specified in section 4 of the Employment Accidents Insurance Act. This means that the insurance does not apply to employment and circumstances arising from employment referred to in the Employment Accidents Insurance Act.

The insurance is valid in and outside Finland.

4 Compensable events and exclusions

4.1 This insurance shall cover leisure time accidents by taking into account the exclusions below. In addition, the insurance covers leisure time injuries listed in section 4, subsection 2 in the Employment Accidents Insurance Act with corresponding exclusions. A sore muscle or tendon caused by a work movement is, however, not compensable. The insurance shall not cover:

- a an injury or illness caused by an assault or other intentional act by another person,
- b a road accident resulting from the use of a motor vehicle or motor-driven equipment in traffic in accordance with the Finnish Motor Liability Insurance Act or any equivalent act in an EU or EEA country,
- c an event that occurs when the insured has not worked for the policyholder and the policyholder has not had the obligation to pay salary to the insured for an uninterrupted period of more than 30 days,
- d an event for which the insured is entitled to receive compensation under the Employment Accidents Insurance Act or for which compensation is paid on the same grounds as for an occupational accident or disease,
- e an event that occurs while the insured is engaged in gainful employment as defined in the Self-Employed Persons' Pensions Act (1272/2006) or is otherwise working on his or her own behalf,
- f patient injury as defined in the Patient Injuries Act (585/1986),
- g an event for which the insured is entitled to receive compensation under the Compensation for Military Injuries Act (1211/1990),
- h an event that occurs while the insured is engaged in professional sports as defined in section 2, subsection 3 of the Employment Accidents Insurance Act.

5 Indemnities and their coordination

5.1 Compensation is determined in accordance with the Employment Accidents Insurance Act in force at any given time, however, with the exceptions and specifications defined in sections 5.2–5.4.

5.2 Medical expenses covered include doctor's fees, examination and treatment expenses as well as daily hospital charges of private-sector institutions or hospitals. A precondition for compensation is that an examination or treatment has been ordered by a doctor and is necessary for the examination or treatment of the injury. In the event of an imaging examination, operation or similar procedure, a further precondition for compensation is that a payment order is obtained from Tapiola in advance. In such cases, Tapiola is also entitled to choose the institution in accordance with the Employment Accidents Insurance Act. Permanent institutional care at a

private-sector institution is not indemnified.

A precondition for compensation of medical treatment expenses is that the insured submits to Tapiola a power of attorney authorising Tapiola to claim reimbursement for the treatment expenses in accordance with the Health Insurance Act.

5.3 For a period of four weeks starting from the date of the accident, sickness allowance is based on the provisions of section 16 a, subsections 1–4 and 6 of the Employment Accidents Insurance Act. However, when determining sickness allowance, only the sick pay paid by the policyholder or the policyholder's earnings from employment are taken into account.

After a period of four weeks, sickness allowance is one-360th of annual earnings.

5.4 Annual earnings used for determining compensation are mainly based on sections 28 and 28 a of the Employment Accidents Insurance Act, and annual earnings are determined using determination and assessment bases complying with these provisions. However, when determining annual earnings, only the salary paid by the policyholder is considered as earnings, so other simultaneous earnings of the insured are not taken into account.

5.5 A deduction corresponding to sickness allowance paid under the Health Insurance Act is made on sickness allowance paid under this insurance for a period during which the insured is entitled to receive such allowance for the same accident in accordance with the Health Insurance Act. A deduction is thus not made for the early days of disability for which sickness allowance is not paid in accordance with chapter 8, section 7 in the Health Insurance Act.

5.6 With regard to sickness allowance based on annual earnings, the proportion corresponding to sickness allowance under the Health Insurance Act is deducted as follows. The deduction is 60 per cent of the full sickness allowance provided under this insurance, which means that sickness allowance is up to 40 per cent of the full allowance. However, a deduction of only 40 per cent is made from sickness allowance in so far as the annual earnings on which the allowance is based are higher than three times the minimum annual earnings specified in the Employment Accidents Insurance Act.

5.7 A proportion corresponding to sickness allowance paid under the Health Insurance Act is also deducted from the allowance paid for the period of four weeks starting from the date of the accident. In accordance with section 5.6, the deduction is then calculated using the amount based on the sick pay paid by the policyholder or the earnings paid by the policyholder for the preceding period of four weeks.

5.8 Disability pension based on employment or business operations, to which the insured is entitled due to the same accident, is deducted from sickness allowance and workers' compensation pension. Old-age pension, into which the said disability pension has been converted, is also deducted.

5.9 Sickness allowance in accordance with the Health Insurance Act, to which the insured is entitled for the same period, is also deducted from the workers' compensation pension.

5.10 If the insured has several employers who have paid sick pay or another benefit to the insured, such benefit is paid back from the sickness allowance and workers' compensation pension paid under this insurance to the policyholder only.

5.11 Survivors' pension based on employment or business operations, to which the beneficiary is entitled due to the same accident, is deducted from survivors' pension.

6 Validity of the insurance

6.1 The insurance is either continuous or made for a fixed term.

Continuous insurance is valid for one calendar year at a time, unless it expires for a reason specified in section 6.2.

Fixed-term insurance is valid until the end of the agreed insurance period.

6.2 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 Tapiola receives a notice of termination.

When the statutory employment accident insurance expires, so does the voluntary leisure-time group insurance.

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

When the premium is being collected through debt recovery, the insurance expires at the moment at which the executive authority finds the policyholder to be without means or that the policyholder's whereabouts are unknown.

7 Policyholder's obligation to notify

The policyholder has the obligation to notify Tapiola of any changes in the information submitted when drafting the insurance contract. This includes a fall in the number of the insured to below three; another significant change in the insured group, their work or duties; and the termination of the group.

8 Employment Accidents Insurance Act and General Insurance Terms and Conditions

The insurance is subject to the Employment Accidents Insurance Act. The General Terms and Conditions of statutory accident insurance are also applied, unless otherwise specified in the Terms and Conditions of this insurance.

9 Appeal

Decisions made by Tapiola on the basis of this insurance can be appealed to the Employment Accidents Appeal Board in accordance with the Employment Accidents Insurance Act. An appeal must be made in writing within 30 days of receiving information of the decision.

The Employment Accidents Insurance Act also applies to appeals in other respects.

10 Entry into effect

These Terms and Conditions take effect from 1 January 2012.

Individual Leisure-Time Insurance for Designated Persons

Terms and Conditions of voluntary individual leisure-time insurance as per section 57, subsection 2 of the Employment Accidents Insurance Act

1 Overview

1.1 This insurance is granted only as supplementary insurance to voluntary occupational accident insurance as per the Employment Accidents Insurance Act which is valid at the same insurance company that has granted the employment accident insurance.

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

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 Employment Accidents Insurance Act.

3 Scope of coverage

The insurance is valid outside working hours, i.e., in circumstances other than those specified in section 4 of the Employment Accidents Insurance Act. This means that the insurance does not

apply to employment and circumstances arising from employment.

The insurance is valid in and outside Finland.

4 Compensable events and exclusions

4.1 This insurance covers leisure-time accidents, excluding any accidents listed in sections 4.2 and 4.3. Also covered are injuries sustained during leisure time as per section 4, subsection 2 of the Employment Accidents Insurance Act, with the same exclusions. However, compensation is not paid for muscle or tendon sore caused by a movement at work.

4.2 The insurance does not cover

- a an injury or illness caused by an assault or other intentional act by another person,
- b a road accident resulting from the use of a motor vehicle or motor-driven equipment in traffic in accordance with the Finnish Motor Liability Insurance Act or any equivalent act in an EU or EEA country,
- c an event that occurs when the insured has not worked for the policyholder and the policyholder has not had the obligation to pay salary to the insured for an uninterrupted period of more than 30 days,
- d an event for which the insured is entitled to receive compensation under the Employment Accidents Insurance Act or for which compensation is paid on the same grounds as for an occupational accident or disease,
- e an event that occurs while the insured is engaged in gainful employment as defined in the Self-Employed Persons' Pensions Act (1272/2006) or is otherwise working on his or her own behalf,
- f patient injury as defined in the Patient Injuries Act (585/1986),
- g an event for which the insured is entitled to receive compensation under the Compensation for Military Injuries Act (1211/1990),
- h an event that occurs while the insured is engaged in professional sports as defined in section 2, subsection 3 of the Employment Accidents Insurance Act.

4.3 Sports restrictions

- a Individual insurance does not cover accidents or injuries sustained during a competition organised by a sports association or club or during training organised by a sports association or club in preparation for such a competition.
- b In addition, individual insurance does not cover accidents or injuries sustained while engaged in the following sports:
 - weight-lifting, power-lifting and the like
 - judo, karate and the like
 - tasks related to controlling aircraft
 - skydiving, hang-gliding and the like
 - motor sports
 - speed skiing, downhill racing, freestyle, downhill skiing, snowboarding and the like
 - boxing and the like
 - American football, rugby and the like
 - mountaineering
 - scuba diving
 - floorball

However, the insurance also covers accidents and injuries caused by the sports listed above in sections a and b if an additional agreement has been made between the policyholder and Tapiola.

5 Indemnities and their coordination

5.1 Compensation is determined in accordance with the Employment Accidents Insurance Act in force at any given time, however, with the exceptions and specifications defined in sections 5.2–5.4.

5.2 Medical expenses covered include doctor's fees, examination and treatment expenses as well as daily hospital charges of private-sector institutions or hospitals. A precondition for compensation is that an examination or treatment has been ordered by a doctor and is necessary for the examination or treatment of the injury. In the event of an imaging examination, operation or similar procedure, a further precondition for compensation is that a payment order is obtained from Tapiola in advance. In such cases, Tapiola is also entitled to choose the institution in accordance with the Employment Accidents Insurance Act. Permanent institutional care at a private-sector institution is not indemnified.

A precondition for compensation of medical treatment expenses is that the insured submits to Tapiola a power of attorney authorising Tapiola to claim reimbursement for the treatment expenses in accordance with the Health Insurance Act.

5.3 Sickness allowance is one-360th of annual earnings.

5.4 Tapiola and the policyholder will agree on the annual earnings on which the premium and compensation are based when drafting the insurance contract.

Annual earnings are the same as the amount specified in the voluntary occupational accident insurance to which this policy is supplementary. Annual earnings must be equal to at least the minimum annual earnings as defined in section 28, subsection 6 of the Employment Accidents Insurance Act.

The agreement made on the annual earnings may be changed for a well-founded reason. The change will take effect from the agreed date, however, no earlier than from the date of the change. The policyholder has the obligation to notify Tapiola of changes affecting the annual earnings as per section 7.

The annual earnings are revised each calendar year using the wage coefficient specified in section 96 of the Employees Pensions Act (395/2007).

5.5 A deduction corresponding to sickness allowance paid under the Health Insurance Act (1224/2004) is made on sickness allowance paid under this insurance for a period during which the insured is entitled to receive such allowance for the same accident in accordance with the Health Insurance Act. A deduction is thus not made for the early days of disability for which sickness allowance is not paid in accordance with chapter 8, section 7 in the Health Insurance Act.

5.6 The proportion corresponding to sickness allowance under the Health Insurance Act is deducted from sickness allowance as follows. The deduction is 60 per cent of the full sickness allowance provided under this insurance, which means that sickness allowance is up to 40 per cent of the full allowance. However, a deduction of only 40 per cent is made from sickness allowance in so far as the annual earnings on which the allowance is based are higher than three times the minimum annual earnings specified in the Employment Accidents Insurance Act.

5.7 Disability pension based on employment or business operations, to which the insured is entitled due to the same accident, is deducted from sickness allowance and workers' compensation pension. Old-age pension, into which the said disability pension has been converted, is also deducted.

5.8 Sickness allowance in accordance with the Health Insurance Act, to which the insured is entitled for the same period, is also deducted from the workers' compensation pension.

5.9 If the insured has several employers who have paid sick pay or another benefit to the insured, such benefit is paid back from the sickness allowance and workers' compensation pension paid under this insurance to the policyholder only.

5.10 Survivors' pension based on employment or business operations, to which the beneficiary is entitled due to the same accident, is deducted from survivors' pension.

6 Validity of the insurance

6.1 The insurance is either continuous or made for a fixed term.

Continuous insurance is valid for one calendar year at a time, unless it expires for a reason specified in section 6.2.

Fixed-term insurance is valid until the end of the agreed insurance period.

6.2 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 Tapiola receives a notice of termination.

When the statutory employment accident insurance expires, so does the voluntary individual leisure-time insurance for designated persons. Correspondingly, the individual leisure-time insurance for designated persons expires if the person no longer covered by the statutory accident insurance.

When the premium is being collected through debt recovery, the insurance expires at the moment at which the executive authority finds the policyholder to be without means or that the policyholder's whereabouts are unknown.

7 Policyholder's obligation to notify

The policyholder has the obligation to notify Tapiola of any changes in the information submitted when drafting the insurance contract.

8 Employment Accidents Insurance Act and General Insurance Terms and Conditions

This policy is subject to the Employment Accidents Insurance Act. The General Terms and Conditions of statutory accident insurance are also applied, unless otherwise specified in the Terms and Conditions of this insurance.

9 Appeal

Decisions made by Tapiola on the basis of this insurance can be appealed to the Employment Accidents Appeal Board in accordance with the Employment Accidents Insurance Act. An appeal must be made in writing within 30 days of receiving information of the decision.

The Employment Accidents Insurance Act also applies to appeals in other respects.

10 Entry into effect

These Terms and Conditions take effect from 1 January 2012.

Sports Insurance

Sports insurance as per section 57, subsection 2 of the Employment Accidents Insurance Act

1 Overview

1.1 This insurance is granted only as supplementary insurance to voluntary occupational accident insurance as per the Employment Accidents Insurance Act (608/1948).

Insurance is granted when there are at least three persons to be insured at the same time. If the number of the insured falls below three, the insurance will expire at the end of the calendar year (section 7.2).

2 The insured

This policy covers all employees of the company who are insured under voluntary occupational accident insurance as per the Employment Accidents Insurance Act.

3 Scope of coverage

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 on the way from home or place of work straight to an event defined in sections a or b or vice versa. However, the insurance does not cover road accidents (see section 4.2).

4 Compensable events and exclusions

4.1 This insurance covers accidents sustained while engaged in sports activities defined above, excluding the accidents listed in section 4.2 below. Also covered are injuries sustained while engaged in sports activities as per section 4, subsection 2 of the Employment Accidents Insurance Act, with the same exclusions.

However, compensation is not paid for muscle or tendon sore caused by a movement at work.

4.2 The insurance does not cover

- a an injury or illness caused by an assault or other intentional act by another person,
- b a road accident as defined in the Motor Liability Insurance Act (297/1959), irrespective of whether compensation is paid under the said Act,
- c an event that occurs when the insured has not worked for the policyholder and the policyholder has not had the obligation to pay salary to the insured for an uninterrupted period of more than 30 days,
- d an event for which the insured is entitled to receive compensation under the Employment Accidents Insurance Act or for which compensation is paid on the same grounds as for an occupational accident or disease,
- e an event that occurs while the insured is engaged in professional sports as defined in section 2, subsection 3 of the Employment Accidents Insurance Act,
- f a road accident resulting from the use of a motor vehicle or motor-driven equipment in traffic in accordance with the Finnish Motor Liability Insurance Act or any equivalent act in an EU or EEA country.

5 Indemnities and their coordination

5.1 Compensation is determined in accordance with the Employment Accidents Insurance Act in force at any given time, however, with the exceptions defined in sections 5.2 – 5.11.

5.2 Medical expenses covered include doctor's fees, examination and treatment expenses as well as daily hospital charges of private-sector institutions or hospitals. A precondition for compensation is that an examination or treatment has been ordered by a doctor and is necessary for the examination or treatment of the injury. In the event of an imaging examination, operation or

similar procedure, a further precondition for compensation is that a payment order is obtained from Tapiola in advance. In such cases, Tapiola is also entitled to choose the institution in accordance with the Employment Accidents Insurance Act. Permanent institutional care at a private-sector institution is not indemnified.

A precondition for compensation of medical treatment expenses is that the insured submits to Tapiola a power of attorney authorising Tapiola to claim reimbursement for the treatment expenses in accordance with the Health Insurance Act.

5.3 For a period of four weeks starting from the date of the accident, sickness allowance is based on the provisions of section 16 a, subsections 1–4 and 6 of the Employment Accidents Insurance Act. However, when determining sickness allowance, only the sick pay paid by the policyholder or the policyholder's earnings from employment is taken into account. After a period of four weeks, sickness allowance is one-360th of annual earnings.

5.4 Annual earnings used for determining compensation are mainly based on sections 28 and 28 a of the Employment Accidents Insurance Act, and annual earnings are determined using determination and assessment bases complying with these provisions. However, when determining annual earnings, only the salary paid by the policyholder is considered as earnings, so other simultaneous earnings of the insured are not taken into account.

5.5 A deduction corresponding to sickness allowance paid under the Health Insurance Act (1224/2004) is made on sickness allowance paid under this insurance for a period during which the insured is entitled to receive such allowance for the same accident in accordance with the Health Insurance Act. A deduction is thus not made for the early days of disability for which sickness allowance is not paid in accordance with chapter 8, section 7 in the Health Insurance Act.

5.6 With regard to sickness allowance based on annual earnings, the proportion corresponding to sickness allowance under the Health Insurance Act is deducted as follows. The deduction is 60 per cent of the full sickness allowance provided under this insurance, which means that sickness allowance is up to 40 per cent of the full allowance. However, a deduction of only 40 per cent is made from sickness allowance in so far as the annual earnings on which the allowance is based are higher than three times the minimum annual earnings specified in the Employment Accidents Insurance Act.

5.7 A proportion corresponding to sickness allowance paid under the Health Insurance Act is also deducted from the allowance paid for the period of four weeks starting from the date of the accident. In accordance with section 5.6, the deduction is then calculated using the amount based on the sick pay paid by the policyholder or the earnings paid by the policyholder for the preceding period of four weeks.

5.8 Disability pension based on employment or business operations, to which the insured is entitled due to the same accident, is deducted from sickness allowance and workers' compensation pension. Old-age pension, into which the said disability pension has been converted, is also deducted.

5.9 Sickness allowance in accordance with the Health Insurance Act, to which the insured is entitled for the same period, is also deducted from the workers' compensation pension.

5.10 If the insured has several employers who have paid sick pay or another benefit to the insured, such benefit is paid back from the sickness allowance and workers' compensation pension paid under this insurance to the policyholder only.

5.11 Survivors' pension based on employment or business operations to which the beneficiary is entitled due to the same accident is deducted from survivors' pension.

6 Appeal

Decisions made by Tapiola on the basis of this insurance can be appealed to the Employment Accidents Appeal Board in accordance with the Employment Accidents Insurance Act. An appeal must be made in writing within 30 days of receiving information of the decision.

The Employment Accidents Insurance Act also applies to appeals in other respects.

7 Validity of the insurance

7.1 The insurance is either continuous or made for a fixed term.

Continuous insurance is valid for one calendar year at a time, unless it expires for a reason specified in section 7.2.

Fixed-term insurance is valid until the end of the agreed insurance period.

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 Tapiola receives a notice of termination.

When the statutory employment accident insurance expires, so does the voluntary sports insurance.

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

When the premium is being collected through debt recovery, the insurance expires at the moment at which the executive authority finds the policyholder to be without means or that the policyholder's whereabouts are unknown.

8 Policyholder's obligation to notify

The policyholder has the obligation to notify Tapiola of any changes in the information submitted when drafting the insurance contract.

9 Employment Accidents Insurance Act and General Insurance Terms and Conditions

The insurance is subject to the Employment Accidents Insurance Act. The General Terms and Conditions of statutory accident insurance are also applied, unless otherwise specified in the Terms and Conditions of this insurance.

10 Entry into effect

These Terms and Conditions take effect from 1 January 2012.

Voluntary Occupational Accident Insurance

Terms and Conditions of voluntary occupational accident insurance as per section 57, subsection 1

of the Employment Accidents Insurance Act

1 Overview

The insurer for this policy is Tapiola General Mutual Insurance Company (hereinafter “Tapiola”).

2 The insured

2.1 The following persons performing the type of work specified in this section may be insured in accordance with these Terms and Conditions:

- a an entrepreneur or self-employed person not employed by another as per section 1, subsection 1 of the Employment Accidents Insurance Act,
- b an employee in a managerial position in a limited company or an employee in a similar position in another enterprise or corporation who, according to section 1, subsection 3 of the Employment Accidents Insurance Act, is not covered by compulsory insurance,
- c another person working on his or her own behalf who is not covered by compulsory insurance under the Employment Accidents Insurance Act,
- d another person working for an employer who, according to section 1, subsection 1 of the Employment Accidents Insurance Act, is not covered by compulsory insurance, or
- e a family member working for a private employer and residing permanently in the same household as the employer who, according to section 2, subsection 1 of the Employment Accidents Insurance Act, is not entitled to compensation for an occupational accident. A family member within the meaning of the Employment Accidents Insurance Act is a person who resides permanently in the same household as the employer and is the employer’s or the employer’s spouse’s relative in the direct line of descent or ascent, the employer’s adopted child or adopted parent, or the spouse of any of the said persons. Partners in a registered partnership are treated as spouses.

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

2.3 Limitations regarding the granting and validity of the insurance:

- a Insurance is not granted for such entrepreneurial activities for which a corresponding voluntary insurance under section 57, subsection 1 of the Employment Accidents Insurance Act has been taken.
- b Insurance is not granted for such entrepreneurial activities to which the Act on Farmers’ Occupational Accident Insurance (1026/1981) can be applied.
- c Insurance is not granted for professional sports as defined in section 2, subsection 3 of the Employment Accidents Insurance Act.
- d Insurance is not granted to persons who are entitled to
 - full disability pension or individual early retirement pension within the meaning of the National Pensions Act (568/2007), Self-Employed Persons’ Pensions Act (1272/2006) or Employees Pensions Act (395/2006),
 - old-age pension into which the pension mentioned above has been converted,
 - full workers’ compensation pension granted until further notice and determined in accordance with the provisions of the Employment Accidents Act, or
 - a benefit similar to the above under the Motor Liability Insurance Act (279/1959) or another Act,
 - unemployment pension within the meaning of the National Pensions Act and the Employees Pensions Act or the Self-Employed Persons’ Pensions Act or other employee pension legislation.
- e Insurance is not granted to a person who does not work for the company.

3 Scope of coverage

3.1 The insurance is valid at work and in circumstances referred to in section 4 of the Employment Accidents Act as well as in situations defined in section 4 a of the said Act.

3.2 The insurance is valid in and outside Finland.

4 Compensable events

The insurance covers

- a an accident sustained by the insured at work or in circumstances referred to in section 4 of the Employment Accidents Act, e.g., in the workplace or on the way from home to work or vice versa,
- b an injury or illness caused by an assault or other intentional act by another person in circumstances referred to in section 4 a of the Employment Accidents Act,
- c an occupational disease, which according to the Occupational Diseases Act (1343/1988) is an illness that is probably caused mainly by physical, chemical or biological factors in the course of employment, and
- d an injury referred to in section 4, subsection 2 of the Employment Accidents Act which is sustained at work or in circumstances defined in section 4, subsection 1 of the said Act.

5 Coverage rules and exclusions

5.1 On the basis of this insurance, compensation is paid for occupational accidents or diseases sustained by the insured.

Compensation is determined in accordance with the provisions of the Employment Accidents Act in force at any given time, with the exceptions defined in sections 5.2–5.3.

5.2 Sickness allowance is paid for up to one year, and it is one-360th of the agreed annual earnings. When sickness allowance and workers' compensation or survivors' pension is paid, compensation is determined based on the agreed annual earnings in force at the time of the accident.

5.3 An employer other than the policyholder is not entitled to reclaim sick pay or other benefit paid by the employer from the compensation paid under this insurance.

6 Agreed annual earnings

6.1 Tapiola and the policyholder will agree on the annual earnings on which the premium and compensation are based when drafting the insurance contract. The policyholder must provide Tapiola with the information required to determine the annual earnings.

6.2 The amount of annual earnings must correspond to a reasonable salary that would be paid if a person with similar professional skills were hired to perform the work of the insured, or to a salary that may otherwise be considered to correspond, on average, to the work of the insured.

The annual earnings must be equal to at least the minimum annual earnings as defined in section 28, subsection 6 of the Employment Accidents Act, excluding the exceptions listed in the said subsection.

6.3 The agreement made on the annual earnings may be changed for a well-founded reason. The change will take effect from the agreed date, however, no earlier than from the date of the change. The policyholder has the obligation to notify Tapiola of changes affecting the annual earnings as per section 9.

6.4 The annual earnings are revised each calendar year using the wage coefficient specified in section 96 of the Employees Pensions Act (395/2006).

7 Premium

The insurance premium is determined on the basis of the agreed annual earnings and the accident and occupational disease risk associated with the work. For the determination of the premium, the policyholder is obliged to provide Tapiola with sufficient information on the work performed by the insured. Tapiola will charge at least the minimum premium set out in the premium bases.

8 Validity of the insurance

8.1 The insurance is either continuous or made for a fixed term.

Cover begins when Tapiola has received all information necessary for granting the insurance, the premium and the determination of the agreed annual earnings. The insurance commencement date shall be specified in the policy document.

Continuous insurance is valid for one calendar year at a time, unless it expires for a reason specified in sections 8.2 – 8.4.

Fixed-term insurance is valid until the end of the agreed insurance period.

8.2 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 Tapiola receives a notice of termination.

8.3 If the insured no longer fulfils the requirements set out in section 2.1 and 2.2 above or if insurance would no longer be granted to him or her based on section 2.3, coverage for the said person will expire at the beginning of the month following the change.

If the policyholder has neglected his or her duty of disclosure when taking out the insurance or when circumstances change, the insurance may also be terminated retroactively if the insurance would not have been granted at all to the insured or if his or her coverage should have ended as a result of the change.

8.4 When the premium is being collected through debt recovery, the insurance expires at the moment at which the executive authority finds the policyholder to be without means or that the policyholder's whereabouts are unknown.

9 Policyholder's obligation to notify

The policyholder must immediately notify Tapiola of any changes in the information on which the insurance is based. The obligation to notify applies, in particular, when

- business operations or employment has ended for the insured person,
- work performed by the insured person changes in terms of the risk involved,
- ownership of the company changes,
- the insured person is transferred to a position covered by compulsory insurance or the Act on Farmers' Occupational Accident Insurance,
- the insured person is entitled to a pension within the meaning of section 2.3 d.

10 Employment Accidents Act and General Insurance Terms and Conditions

The insurance is subject to the Employment Accidents Act. The General Terms and Conditions of statutory accident insurance are also applied, unless otherwise specified in the Terms and Conditions of this insurance.

11 Appeal

Decisions made by Tapiola on the basis of this insurance can be appealed to the Employment Accidents Appeal Board in accordance with the Employment Accidents Act. An appeal must be made in writing within 30 days of receiving information of the decision.

The Employment Accidents Act also applies to appeals in other respects.

12 Entry into effect

These Terms and Conditions take effect from 1 January 2012.

Self-Employed Persons' Accident Insurance

Terms and Conditions of voluntary self-employed persons' accident insurance as per section 57, subsections 1 and 2 of the Employment Accidents Act

1 Overview

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

1.2 There is no deductible for the policyholder for compensation paid on the basis of this insurance.

2 The insured

2.1 The following persons performing the type of work specified in this section may be insured in accordance with these Terms and Conditions:

- a an entrepreneur or self-employed person not employed by another as per section 1, subsection 1 of the Employment Accidents Act,
- b an employee in a managerial position in a limited company or an employee in a similar position in another enterprise or corporation who, according to section 1, subsection 3 of the Employment Accidents Act, is not covered by compulsory insurance,
- c another person working on his or her own behalf who is not covered by compulsory insurance under the Employment Accidents Act, or
- d a family member working for a private employer and residing permanently in the same household as the employer who, according to section 2, subsection 1 of the Employment Accidents Act, is not entitled to compensation for an occupational accident. A family member within the meaning of the Employment Accidents Act is a person who resides permanently in the same household as the employer and is the employer's or the employer's spouse's relative in the direct line of descent or ascent, the employer's adopted child or adopted parent, or the spouse of any of the said persons. Partners in a registered partnership are treated as spouses.

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

2.3 Limitations regarding the granting and validity of the insurance:

- a Insurance is not granted for such entrepreneurial activities for which a corresponding voluntary insurance under section 57, subsection 1 of the Employment Accidents Insurance Act has been taken.
- b Insurance is not granted for such entrepreneurial activities to which the Act on Farmers' Occupational Accident Insurance (1026/1981) can be applied.
- c Insurance is not granted for professional sports, as defined in section 2, subsection 3 of the Employment Accidents Act, from which the insured person receives earnings.
- d Insurance is not granted to persons who are entitled to
 - full disability pension or individual early retirement pension within the meaning of the National Pensions Act (568/2007), Self-Employed Persons' Pensions Act (1272/2006) or Employees Pensions Act (395/2006),
 - old-age pension into which the pension mentioned above has been converted,
 - full workers' compensation pension granted until further notice and determined in accordance with the provisions of the Employment Accidents Act, or
 - compensation similar to the above under the Motor Liability Insurance Act (279/1959) or another act,
 - unemployment pension within the meaning of the National Pensions Act and the Employees Pensions Act or the Self-Employed Persons' Pensions Act or other employee pension legislation.
- e Insurance is not granted to a person who does not work for the company.

3 Scope of coverage

3.1 The insurance is valid both at work and during leisure time.

3.2 The insurance is valid in and outside Finland.

4 Compensable events and exclusions

4.1 The insurance covers

- a an accident sustained by the insured at work or in circumstances referred to in section 4 of the Employment Accidents Act, e.g., in the workplace or on the way from home to work or vice versa,
- b a leisure-time accident, which refers to other accidents than those mentioned in section a,
- c an occupational disease, which according to the Occupational Diseases Act (1343/1988) is an illness probably caused mainly by physical, chemical or biological factors in the course of employment, and
- d any injury referred to in section 4, subsection 2 of the Employment Accidents Act, excluding the limitation in section 4.3 f below,
- e an injury or illness caused by an assault or other intentional act by another person at work or in circumstances referred to in section 4 of the Employment Accidents Act.

4.2 The insurance does not cover

- a This insurance does not cover an injury or illness caused by an assault or other intentional act by another person during leisure time.
- b The insurance does not cover damage sustained by the insured while working for another employer for which the insured is entitled to receive compensation under the Employment Accidents Act.

4.3 Leisure-time insurance exclusions

The following exclusions are applied to leisure-time accidents, i.e., incidents other than those covered as occupational accidents or occupational diseases. The insurance does not cover

- a a road accident resulting from the use of a motor vehicle or motor-driven equipment in traffic in accordance with the Finnish Motor Liability Insurance Act or any equivalent act in an EU or EEA country,
- b patient injury as defined in the Patient Injuries Act (585/1986),
- c an event for which compensation is paid on the same grounds as for an occupational accident or disease,
- d an event for which the insured is entitled to compensation under the Compensation for Military Injuries Act,
- e an event that occurs while the insured is engaged in professional sports as defined in section 2, subsection 3 of the Employment Accidents Act,
- f muscle or tendon sore caused by a movement at work.

5 Compensation

5.1 On the basis of this insurance, compensation is paid for an occupational accident, occupational disease or leisure-time accident sustained by the insured.

5.2 Compensation is determined in accordance with the Employment Accidents Act in force at any given time, however, with the exceptions and specifications defined in sections 5.2–5.4.

5.3 Medical expenses covered for leisure-time accidents also include doctor's fees, examination and treatment expenses as well as daily hospital charges of private-sector institutions or hospitals. A precondition for compensation is that an examination or treatment has been ordered by a doctor and is necessary for the examination or treatment of the injury. In the event of an imaging examination, operation or similar procedure, a further precondition for compensation is that a payment order is obtained from Tapiola in advance. In such cases, Tapiola is also entitled to choose the institution in accordance with the Employment Accidents Act. Permanent institutional care at a private-sector institution is not indemnified.

A precondition for compensation of medical treatment expenses resulting from a leisure-time

accident is that the insured submits to Tapiola a power of attorney authorising Tapiola to claim reimbursement for the treatment expenses in accordance with the Health Insurance Act.

5.4 Sickness allowance is paid for up to one year, and it is one-360th of the agreed annual earnings. When sickness allowance and workers' compensation or survivors' pension is paid, compensation is determined based on the agreed annual earnings in force at the time of the accident.

5.5 An employer other than the policyholder of this policy is not entitled to reclaim sick pay or other benefit paid by the employer from the compensation paid under this insurance.

6 Agreed annual earnings

6.1 Tapiola and the policyholder will agree on the annual earnings on which the premium and compensation are based when drafting the insurance contract. The policyholder must provide Tapiola with the information required to determine the annual earnings.

6.2 The amount of annual earnings must correspond to a reasonable salary that would be paid if a person with similar professional skills were hired to perform the work of the insured, or to a salary that may otherwise be considered to correspond, on average, to the work of the insured.

The annual earnings must be equal to at least the minimum annual earnings as defined in section 28, subsection 6 of the Employment Accidents Act.

6.3 The agreement made on the annual earnings may be changed for a well-founded reason. The change will take effect from the agreed date, however, no earlier than from the date of the change. The policyholder has the obligation to notify Tapiola of changes affecting the annual earnings as per section 9.

6.4 The annual earnings are revised each calendar year using the wage coefficient specified in section 96 of the Employees Pensions Act (395/2006).

7 Premium

The insurance premium is determined on the basis of the agreed annual earnings and the accident and occupational disease risk associated with the work. For the determination of the premium, the policyholder is obliged to provide Tapiola with sufficient information on the work performed by the insured. Tapiola will charge at least the minimum premium set out in the premium bases.

8 Validity of the insurance

8.1 The insurance is either continuous or made for a fixed term.

Cover begins when Tapiola has received all information necessary for granting the insurance, the premium and the determination of the agreed annual earnings. The insurance commencement date shall be specified in the policy document.

Continuous insurance is valid for one calendar year at a time, unless it expires for a reason specified in sections 8.2–8.4.

Fixed-term insurance is valid until the end of the agreed insurance period.

8.2 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 Tapiola receives a notice of termination.

8.3 If the insured no longer fulfils the requirements set out in section 2.1 and 2.2. above or if insurance were no longer granted to him on her based on section 2.3, coverage for the said person will expire at the beginning of the month following the change.

If the policyholder has neglected his or her duty of disclosure when taking out the insurance or when circumstances change, the insurance may also be terminated retroactively if the insurance

would not have been granted at all to the insured or if his or her coverage should have ended as a result of the change.

8.4 When the premium is being collected through debt recovery, the insurance expires at the moment at which the executive authority finds the policyholder to be without means or that the policyholder's whereabouts are unknown.

9 Policyholder's obligation to notify

The policyholder must immediately notify Tapiola of any changes in the information on which the insurance is based. The obligation to notify applies, in particular, when

- business operations or employment has ended for the insured person,
- the work performed by the insured changes in terms of the risk involved,
- ownership of the company changes,
- the insured person is transferred to a position covered by compulsory insurance or Farmers' Occupational Accident Insurance,
- the insured is entitled to a pension within the meaning of section 2.3 d.

10 Employment Accidents Act and General Insurance Terms and Conditions

The insurance is subject to the Employment Accidents Act. The General Terms and Conditions of statutory accident insurance are also applied, unless otherwise specified in the Terms and Conditions of this insurance.

11 Appeal

Decisions made by Tapiola on the basis of this insurance can be appealed to the Employment Accidents Appeal Board in accordance with the Employment Accidents Act. An appeal must be made in writing within 30 days of receiving information of the decision.

The Employment Accidents Act also applies to appeals in other respects.

12 Entry into effect

These Terms and Conditions take effect from 1 January 2012.

Limited Leisure-Time Insurance

Terms and Conditions of limited leisure-time insurance as per section 57, subsection 3 of the Employment Accidents Act

1 Overview

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

1.2 This insurance is granted only as supplementary insurance to voluntary occupational accident insurance as per the Employment Accidents Act.

2 Compensable events and exclusions

2.1 This insurance covers accidents other than occupational accidents sustained during the period of employment.

2.2 The insured is not entitled to compensation under this policy if, by virtue of another Act, compensation based on the Employment Accidents Act must be paid for the same accident.

2.3 The insurance does not cover accidents that occur while the insured is engaged in professional sports as defined in section 2, subsection 3 of the Employment Accidents Act.

2.4 The insurance does not cover accidents that occur when

- the insured is working for his or her own business from which he or she receives a considerable proportion of his or her income,
- the insured is performing his or her military service or obligation to work, or
- the insured has been committed to an institution defined in the Act on accident compensation for convicted prisoners and persons in institutional care (894/1946).

2.5 If there are several employment relationships entitling the insured to compensation, the accident is only compensated once and compensation may be claimed from any insurance company that is liable to pay indemnity.

3 Compensation

3.1 On the basis of this insurance, the insured is paid lump-sum compensation for a permanent injury or illness caused by an accident as well as compensation for daily hospital charges for treatment prescribed by a doctor as provided in the Decree on insurance referred to in section 57, subsection 3 of the Employment Accidents Act (697/1968).

3.2 Insurance in accordance with section 57, subsection 2 of the Employment Accidents Act does not reduce compensation paid under this policy.

4 Validity of the insurance

4.1 The insurance is either continuous or made for a fixed term.

Continuous insurance is valid for one calendar year at a time, unless it expires for a reason specified in section 4.2.

Fixed-term insurance is valid until the end of the agreed insurance period.

4.2 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 Tapiola receives a notice of termination.

This voluntary insurance is terminated when the statutory employment accident insurance to which this insurance is supplementary expires.

When the premium is being collected through debt recovery, the insurance expires at the moment at which the executive authority finds the policyholder to be without means or that the policyholder's whereabouts are unknown.

5 Employment Accidents Act and General Insurance Terms and Conditions

This insurance is subject to the Employment Accidents Act and the General Terms and Conditions of statutory accident insurance.

6 Appeal

Decisions made by Tapiola on the basis of this insurance can be appealed to the Employment Accidents Appeal Board in accordance with the Employment Accidents Act. An appeal must be made in writing within 30 days of receiving information of the decision.

The Employment Accidents Act also applies to appeals in other respects.

7 Entry into effect

These Terms and Conditions take effect from 1 January 2012.

Contacts

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