turva

The Finnish Construction Trade Union

Non-occupational accident insurance terms and conditions

Valid as of 1 July 2020

The official language of 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 to cover treatment expenses, permanent handicap and death. In the additional insurance for active members, the insurance amount for treatment expenses is different from that in the member insurance. The insurance amount for permanent handicap and compensation for accidental death are equal for both groups.

2. Insured

The member insurance covers
- members available for employment
- the union staff

The additional insurance for active members covers
- chairs, vice chairs, financial managers, secretaries and spokespersons of union branches
- union stewards, liaisons and safety representatives who are members of the union
- deputies of the aforementioned

The insurance covers the persons mentioned above with the condition 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 the insured resides abroad for more than six months of the year, he or she is not considered resident in Finland.

The insurance is valid until the date when the insured retires permanently or ceases to be covered by the additional insurance for active members.

3. Validity

Accident insurance is valid in Finland 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:
- martial arts or combat sports such as boxing, wrestling, judo, karate or fencing
- strength athletics such as weightlifting, powerlifting or bodybuilding
- racing or training with a motor vehicle, for example rally, kart racing or motocross
- aerial sports such as parachuting, gliding, hot-air ballooning, bungee jumping, hang-gliding, parasailing, ultralight aviation or flying experimental plane
- climbing such as mountain climbing, rock climbing, wall climbing or ice climbing
- freestyle skiing, off-piste skiing, alpine downhill racing and similar sports
- lacrosse
- roller derby
- American or Australian football or rugby
- downhill mountain biking or skating
- diving, scuba diving or freediving
- boating across ocean
- trekking or hiking abroad in jungles, deserts, wilderness, mountains or other uninhabited areas.

Accident insurance does not cover accidents specifie in the Workers' Compensation Act or equivalent acts if the accidents take place during work or on journey to and from work.

4. Compensable accidents

Accident insurance covers treatment expenses, permanent handicap and death that occur during the validity period.

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. The insurance amount for treatment expenses of insured parties covered by the additional insurance for active members is different from that of others covered by the insurance. 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

Compensable treatment expenses include:

- reasonable expenses of examinations and treatments and medications. These must be 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, comprising a maximum of 15 individual sessions and prescribed by a doctor, which follows surgery or plastering of an injury resulting from an accident that is covered by this insurance policy
- 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 designated 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 of income, household management expenses or other indirect expenses
- other treatment costs that are not included in compensable treatment costs above

5.4 Deductible

There is no deductible connected to the 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 profession or hobbies.

Degree of handicap is evaluated on the grounds of hand-icap classification formulated by the government based on the Workers' Compensation 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. Non-compensable accidents

Compensable accidents do not include:

- injury or death due to the insured's illness or physical defect
- damage caused by medical treatment including surgery, unless the treatments are done for an injury compensable by the 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 compensable accident, such as unrelated illness, injury, impairment or degradation of muscoskeletal or connective tissue, or degradation of teeth or tissues supporting the teeth due to a mouth or dental disease. Such events are not compensated even if they have been symptomless before the accident.
- 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 of 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
- mass destruction caused by the use of a nuclear device

If the injury or healing process is significantly affected by an illness or event unrelated to the accident, expenses are compensated only for the amount that is perceived to be caused by the accident and not the unrelated illness or event.

Compensation may be reduced or denied if the insured has caused the accident purposefully or by gross negligence.

9. Other terms and conditions

General terms and conditions YR01.