

# Tieteentekijät

**Accident Insurance** 

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# 1.0 Insured person

The insured person is a member/official of the Akava member union, more specifically the Union of Tieteentekijät, and is therefore covered by the group insurance contract concluded between the Union and Chubb European Group SE, and fulfils the criteria listed below.

- is 18-67 years old.
- is a member/student member/officer of a member associati on or member association.
- is a private person registered in Finland.

#### 2.0 Policyholder

2.1 The Policyholder is a member association of Akava, which has concluded a group insurance contract with Chubb European Group SE, branch in Finland, hereinafter referred to as Chubb. This group insurance contract contains information on the duration, scope and termination of the insurance. Termination of the group insurance contract means the automatic termination of the insurance for all insured persons.

#### 3.0 Insurer

3.1 The Insurer is Chubb European Group SE, a branch in Finland, hereinafter referred to as Chubb.

# 4.0 Commencement and duration of the insurance contract

- 4.1 Cover for each Insured Person will start on the date shown on the Confirmation in accordance with paragraph 1.0.
- 4.2 The insurance contract is valid for 12 months until it is terminated in accordance with clause 9.0.
- 4.3 The insurance is valid 24 hours a day, excluding the insured's working hours.
- 4.4 The insurance is valid anywhere in the world, except if you stay outside the Nordic countries for more than 12 consecutive months. Your stay outside the Nordic countries is not interrupted by a temporary stay in the Nordic countries for medical treatment, hospitalisation, business, holidays or similar purposes. The policyholder is obliged to inform Chubb if the insured moves abroad permanently or if the insured's stay outside the Nordic countries continues for more than 12 months.
- 4.5 The insurance is not valid for competitive sport or any sporting activity that requires the signing of a licence or a disclaimer.

# 5.0 Contents of the insurance

## 5.1 **Definition of an accident**

An accident is a sudden, external and unexpected event that causes bodily injury and occurs involuntarily. Also frostbite, heat stroke or drowning are accidents. In addition, a single strain or tear of a muscle or tendon caused by the exertion of force and for which medical treatment has been given within 14 days of the injury is considered an accident for the purposes of this insurance. Compensation will be paid for a maximum period of six weeks from the date of the injury.

5.2 Compensation for permanent damage

The insurance covers medical permanent disability caused by an accident that occurs during the period of validity of the insurance. Permanent handicap is a medically assessed general handicap caused by an injury to the insured person which does not improve. An injury that causes a reduction in physical capacity of at least 5% within three years of the accident is eligible for compensation. The decision to pay compensation is taken once the final degree of disability has been established, usually not earlier than one year after the accident. If the accident causes injuries to several parts of the body, compensation is paid up to a maximum of 100% of the estimated degree of impairment. Compensation is paid in a lump sum and in proportion to the degree of impairment. The maximum amount of compensation is specified in the policy.

#### the Ministry of Social Affairs and Health (768/2015). 5.3 **Accidental death**

5.3.1 The insurance covers death caused by an accident occurring during the period of validity of the insurance. The right to death benefit arises if the accident results in the death of the insured person within three years of the accident. The amount of compensation is stated in the policy. The compensation is paid in a lump sum.

Later than 10 years after the damage occurred the increased

degree of handicap does not justify compensation. The degree

of impairment is determined in accordance with the Decree of

# Reimbursement of care costs

- 5.4.1 The insurance will cover the medical expenses caused by the accident if the following criteria are met:
  - Medical expenses are not reimbursed under the Finnish Health Insurance Act or any other law.
  - Less than a year has passed since the end of the insurance and the start of claims.
- 5.4.2 The insurance will cover medical expenses up to a maximum of the amount insured at the time of the claim.
- 5.4.3 Treatment expenses will be reimbursed in accordance with the original receipt or certificate.
- 5.4.4 The reimbursement of medical expenses is subject to the condition that the examination or treatment of the injury is prescribed by a doctor. The doctor must be a qualified and registered doctor in the country concerned and must not be a relative of the insured person. In addition, the examinations and treatments must be in accordance with generally accepted medical opinion and necessary for the treatment of the illness or injury in question. The treatment must be provided in an establishment designated as a hospital by the authorities, which diagnoses and treats injured and sick persons using medical methods.

# Reimbursable medical expenses include:

- the cost of necessary and indispensable examinations and treatment generally accepted in medicine, given or ordered by a doctor.
- medical treatment,
- · hospitalisation,
- the cost of medicines prescribed by a doctor and sold on the basis of a prescription issued by the Medicines Agency for the treatment of an accident covered by this insurance,
- reasonable and necessary travel expenses to a local doctor or medical facility in the destination,
- transport to the nearest hospital or care institution where the insured person can receive the treatment they need,
- the necessary costs of treatment or examination given or ordered by a dentist as a corollary to the accident, and reasonable travel expenses,
- the necessary expenses for the repair or replacement of spectacles, up to a maximum of EUR 500, hearing aids, dentures and protective helmets which have been worn and damaged in an accident. Replacement spectacles must be purchased within 2 months of the accident,
- necessary telephone expenses in connection with hospital treatment for an injury or illness, up to a maximum of EUR 100.
- Cosmetic treatment costs approved in advance by the insurer in connection with the treatment of the accident.
- The first pair of spectacles prescribed by a doctor for the insured person because of a visual impairment caused by an accident.
- Reimbursement for physical treatment prescribed by a doctor for surgery or plaster treatment. The maximum number of treatment sessions reimbursed is 15.

# 6.0 Limitations on insurance cover

## 6.1 Treatment costs are not reimbursed:

- · alternative treatments that are not medically accepted.
- herbal, trace element or vitamin preparations.

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- homeopathy, or other quality of life enhancing
- stay in a rehabilitation, spa or hydrotherapy facility
- therapeutic treatments, such as speech, nutritional, occupational and psychotherapy
- alternative therapies that are not generally accepted in medical treatment principles
- preparations of trace elements, herbs, vitamins or medicinal products
- lime, milk or nutritional products
- bandages, medical aids, orthopaedic supports, support shoes and other aids or prostheses (except those mentioned in point 5.4.4)
- medical or other equipment lost in an accident.
- other aids and appliances, support shoes, prostheses, dentures, hearing aids or spectacles and contact lenses. Others
- Surgical intervention for an injury caused by force or movement.
- aggravation or prolonged recovery of the injury due to neglect
- loss of earnings, household expenses or other incidental costs
- any other medical expenses that are not listed as reimbursable medical expenses.
- the cost of treatment for a ruptured Achilles tendon.

# 6.2 The insurance will also not reimburse:

- · An accident that happens at work or on the way to work.
- An insured event caused by illness, injury or bodily harm to the insured person.
- the onset of an insured person's illness or latent illness, even if the illness was caused or aggravated by an accident.
- An accident caused by infection by a bacterium or virus.
- An accident caused by the insured person's own intentional conduct, such as suicide or attempted suicide.
- Poisoning caused by a drug, alcohol, narcotic drug or substance ingested by the insured person.
- An accident suffered by the insured person as a result of his/her own criminal activity.
- An accident caused by a nuclear explosion or radioactive radiation in connection with military activities in which the insured person was involved or which occurred in a nuclear power plant where the insured person works.
- An accident caused by participation in war or political unrest or occurring in a war, civil war, revolution, insurrection or other armed conflict. If the unrest breaks out while the insured person is in one of these areas and the insured person does not take part in it, the insurance is valid for the first month after the unrest breaks out.
  - An accident that occurred while the insured was participating in or practising the following sports:
  - Professional sport.
  - Boxing, wrestling, judo, karate or a comparable martial art.
  - Air sports such as hang-gliding, skydiving or bungee jum ping.
  - A specially organised speed competition or training ses sion using a sled, guided sled or motorised vehicle.
  - Diving with scuba equipment and/or compressed air equipment.
  - Diving with scuba equipment and/or compressed air equipment.
- An accident occurring while the insured person was acting as a crew member during a flight in an aeroplane, helicopter or similar aircraft.
- Compensation may be reduced or denied if the insured person has caused the insured event through gross negligence, for example by being under the influence of alcohol or other intoxicating substances at the time of the insured event and this fact has substantially contributed to the occurrence or amount of the loss.

# 7.0 Own liability

7.1 No excess applies to this insurance.

## 8.0 Compensation procedure

- 8.1 Notification of an insured event must be made in writing to Chubb within one year of the claimant becoming aware of the validity of the insurance, the insured event and the consequences of the insured event. In any event, the claim must be submitted within ten years of the date on which the loss or damage occurred.
- 8.2 The claimant must provide Chubb with a medical certificate and other documents necessary for the assessment of liability. Chubb shall not be obliged to pay compensation until the said documents have been submitted. If necessary, Chubb may request the injured party to be examined by a specially appointed doctor. In this case, Chubb will pay the costs of the visit.
- 8.3 If the claimant has provided Chubb with false or incomplete information after the insured event which is relevant to the insured event and Chubb's liability, the compensation may be refused or reduced, as the case may be, which is appropriate in the circumstances.

#### 9.0 Termination of the insurance contract

- 9.1 Insurance cover ends at the end of the group insurance contract on or before the date on which
  - the insured person reaches the age of 68;
  - the insured person has been paid a benefit under this insurance:
  - at the end of the insurance period during which the insured person has permanently moved abroad;
  - when the insured person's temporary stay outside the Nordic countries has lasted more than 12 months, in accordance with point 4.4.

#### 10.0 Beneficiary

10.1 The insurance benefits payable in respect of the insured person shall be paid to the policyholder or the designated beneficiary in the event of death.

## 11.0 Taxation

11.1 Neither Chubb nor the contracting member association shall be liable for any taxes that may be payable by the beneficiary as a result of the payment of compensation. Chubb will with hold any statutory advances and pay them to the tax authorities.

## 12.0 Insurance Contract Act

12.1 This insurance contract is subject to the provisions of the policy and the in addition to these terms and conditions, the Finnish Insurance Contract Act.

# 13.0 Appeals

- 13.1 The Chubb Claims Handler will provide, at the request of the Claimant, further information on the grounds for the decision and other relevant facts. The claimant may request. Request a review by sending a free-form application to Chubb at the address below. A claimant who is unhappy with the decision to reconsider may ask the Chubb Claims Manager to review the case
- 13.2 The Insurance Board and the Consumer Disputes Board issue recommendations on insurance matters. This service is free of charge. The Insurance Board www.fine.fi, and the Consumer Disputes Board www.kuluttajariita.fi,
- 13.4 A person dissatisfied with Chubb's decision in an insurance matter may bring an action against Chubb at the District Court of Helsinki or at the District Court of the party's domicile in Finland. The action must be brought within 3 years after the party concerned has received written notification of Chubb's decision and of this deadline.

## 14.0 Registration of personal data

14.1 We use personal information which you supply to us [or, where applicable, to your insurance broker] in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant



to the risk we are insuring, services we are providing or to a claim you are reporting. We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. You have a number of rights in relation to your personal information, including rights of access and, In certain circumstances, erasure. This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: www.chubb.com/nordic-en/footer/privacy-policy.html

## 15.0 Force majeure

15.1 Chubb shall not be liable for any loss or damage which may arise from the settlement of an insured event or if the payment of compensation is delayed due to a decision of a public authority, industrial action, telecommunications failure or any other cause beyond Chubb's reasonable control..

#### 16.0 International sanctions

16.1 The insurer or reinsurer shall not be deemed to provide insurance cover or to be under any obligation to pay any compensation or provide any benefit under the insurance to the extent that the provision of insurance, payment of compensation or provision of a benefit would expose the insurer or reinsurer to sanctions, prohibitions or restrictions imposed by the United Nations or trade and economic sanctions imposed by the European Union, the United Kingdom, the national laws or regulations of Finland or the United States.

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