

**Sports Personal Accident Insurance Terms and Conditions for Ice Hockey Players of Sport Clubs in Finland, Individual Licence Insurance Cover, version 26.4.2018**

**Conditions of insurance**

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**1 Insured**

The Insured is the ice hockey player and/or referee under 70 years of age who has bought this Licence insurance through the Aon web shop or players who are in some other way specified to be entitled for the Licence cover. For children under 12 years old the licence insurance covers all licenced sports organized by Finnish sports associations. Insurance covers in Finland and abroad events organized by the sports association including districts, affiliated clubs and teams

Chubb European Group Limited Finnish Branch (1855034-2) (sivuliike Suomessa) is the Insurer of the Group Benefit Insurance Scheme and each Individual license insurance.

**2 When the cover is valid**

If insurance application is made before May 1, the insurance will come in force on May 1. If insurance application is made later than May 1, the insurance will come into force when the application is made. The insurance will terminate at the end of insurance period April 30.

**3 Where the cover is valid**

The insurance cover is valid worldwide.

**4 What activities are covered**

**4.1 Organized sport**

The insurance covers organized sports of the type of sport the agreement covers, including exercises/drills which are natural to this sport:

- a) During games, competitions, exhibitions/shows
- b) During recognized practice on sports fields/hall.

- c) During mutual practice outside sports fields/hall by instructor.
- d) During practice outside field/hall which is a natural part of officially organised exercise program.
- e) All warming up/down during any of points a through above.
- f) During training, physical exercise and coaching camps in the sphere of sporting activity but not at other times.

During organized sport the insurance covers accidental injury (see point 5.a) and immediate individual exertion or caused by movement of a muscle or tendon strain or tear injury (see point 5.b).

**4.2 Travel**

During direct travel to/from organized sports event/participation and during a stay there, insurance covers Accidental injury, see point 5.a.

**4.3 Stay**

During stay at place of organised sport event/practice, see point 4.1, Accidental injury see point 5.a is covered.

**5 What injuries are covered**

- a) Accidental injury, sudden unforeseen bodily injury due to physical incident during organized sports (see point 4.1), travel (see point 4.2) and stay (see point 4.3). Injury to the mind for instance shock and the like, is not characterised as accidental injury, unless at the same time an injury to the body results in lifelong irrecoverable invalidity. Accidental injury is an injury on the body arising from a sudden external physical occurrence – during the insurance period, or during travel and stay in connection with organised sports.
- b) During organised sports (see point 4.1), in addition to the accidental injury, the insurance covers immediate muscle or tendon strain or sprain injury caused by individual exertion or movement. The injury must be treated by a doctor within 14 days of the injury.

**6 Benefits covered**

- 6.1 Benefit in the event of accidental death.
- 6.2 Benefit in the event of permanent injury of medical invalidity of more than 5%.
- 6.3 Benefit in the event of dental injury to sound and whole teeth.
- 6.4 Benefit in respect of physiotherapy/chiropractor if necessary after surgery.
- 6.5 Benefit in respect of medical treatment, medicines and travel.

Insurance values and deductibles are written in the insurance policy. The insurance value at the time of

the injury is the value to be used in calculating the benefit taking into account the deductibles.

## **7 Limitations (what is not covered)**

### **7.1 Strain, wear and tear**

The insurance does not cover injuries gradually emerging as a result of strain or wear and tear of joints and tendons including but not limited to strain rheumatism (arthritis), or tendonitis and the like.

### **7.2 Injury influenced by illness, illness like condition or predisposition.**

The insurance does not cover stroke, fainting or other illness like condition including heart attack. If it is believed illness like condition or predisposition together with injury can have had a contribution cause to the death, invalidity or treatment costs, the benefit will be reduced. It will be reduced accordingly to the extent of the illness like condition or predisposition has had to the death, invalidity or treatment costs.

### **7.3 Injury by medical treatment or use of medical drugs**

The insurance does not cover injury caused by medical examination or treatment or by the use of medical drugs unless the Insured is being treated for an injury already covered by the Insurers. Under no circumstances does the insurance cover injuries caused by drugs on the List of Prohibited Substances and Prohibited Methods in Sports by the Finnish Anti-doping Agency FINADA.

### **7.4 Deliberately causing of injury**

The Insurers are not liable if the Insured has deliberately caused the injury. However, it is liable if the individuals could not be blamed for the bodily injury due to his/hers age or mental state.

The Insurers are not liable to suicide or attempted suicide due to mental disease. The claimant must prove the suicide or attempted suicide was caused by sudden mental illness – due to age or mental state could not understand the circumstances of his/hers action – and not a mental disease.

### **7.5 Gross negligence caused by Insured**

If the insured has shown gross negligence or increased the frame of the injury, the Insurers might reduce or cancel its liability. Same if the Insured by gross negligence has caused the injury by neglect of a safety regulation.

### **7.6 Other limitations**

- a) Physiotherapy is covered only after surgery or plastering.
- b) Initial place to get treatment is claims handler's contract medical centre at claims handler's agreed risk rates for medical doctors or municipal medical centre.
- c) Insurance does not cover injury relating to illness, or predisposition.
- d) Insurance does not cover a player playing against medical advice or whilst signed off by a doctor.

- e) Insurers agree that coverage is valid only if the insured person is using the correct protective equipment for that sport.
- f) Damage to glasses or contact lenses is not covered.
- g) If surgery or plastering is treated by private hospital or clinics other than claims handler's contract medical centre, pre-approval for treatment need to be received from claims handler.
- h) The insurance does not cover participation on National A Team or during event not organised by the sports association, its districts or affiliated clubs.
- i) The insurance does not cover injuries where the insured person can directly claim from the perpetrator of the injury or their insurance company, this does not apply to injuries occurred in normal playing situations.
- j) The insurance does not cover occupational accidents or student accidents that grant entitlement or would have granted entitlement to compensation under the Third Party Motor Liability Insurance Act, the Military Accidents Act, Workers Compensation Act or some other equivalent act.
- k) The Insurers do not cover injury obtained during participation of scuba diving with oxygen or breathing gas, speed racing by motor vehicle/ vehicle, air sports, mountain climbing and expedition like events.

## **8 Change of risk and safety regulations**

### **8.1 Liability limitations due to change of risk.**

The Insurers are not liable to accident, see point 5., caused by:

- a) Voluntary participation in any criminal activity.
- b) Hang gliding, flying by micro light and ultra light air plains, sky diving, paragliding and ballooning.

### **8.2 Safety regulations**

It is an absolute condition of the policy that the insured follow the rules and regulations set by the sports association.

If the insured deliberately does not follow the rules and regulations set by the sports association the right to benefit may be lost or reduced.

## **9 Claims**

### **9.1 Combined rules**

- a) When injured the insured must see a medical doctor immediately, attend regular follow ups, and follow the doctor's orders.
- b) Individuals putting forward a claim must provide all accessible information they have to the Claims handler to enable them to process the claim and pay the benefit.
- c) Information is submitted on claims form developed by the Claims handler. The claims form must include the insured birth

- date, social security number and player number.
- d) Claims form must be confirmed/ signed by team leader or coach.
  - e) Anyone giving false or wrong information, might lose any claim right by the Insurers in this or any other case. Both the insured and Claims handler has the right to collect medical- and specialty statements significant to the amount of benefit. If the Claims handler finds it necessary to collect new statement from specialist this should be argued thoroughly in writing.
  - f) If an improvement of the injury by surgery is possible, but the insured without reasonable cause does not want to have the surgery, the final level of invalidity will be established accordingly to the improvement the surgery might have caused.

Claims will be time-barred according to:

- g) Claim to be reported within (60) days from the injury.
- h) Any claims based on an insurance contract shall be made to the insurer within one year from the date at which the claimant becomes aware of an in-force insurance policy, of the occurrence of an insured event and of the loss, damage or injury that resulted from the occurrence. In any event, the claim shall be made within ten years from the occurrence of the insured event or, if the insurance has been taken out to cover against bodily injury or liability for damages, from the occurrence of the loss, damage or injury. Reporting the occurrence of an insured event is considered to equal the making of a claim for this purpose. If no claim is made within the period provided under Subsection 1, the claimant loses his entitlement to compensation. (Finnish Insurance Contracts Act 14.5.2010/426 Section 73)

## 9.2 Death

If injury causes death within a year, benefit according to the policy is paid. Any invalidity benefit already paid will be deducted. If the insured should die by any other cause, neither death nor invalidity benefit will be paid. No death benefit will be paid after one year, only invalidity benefit. Death benefit not to named spouse/child is paid in accordance with Finnish inheritance law.

## 9.3 Lifelong medical invalidity

- a) To be paid if injury results within 2 years in permanent lifelong medical invalidity. Occupation, individual predisposition or social rank is not to be allowed for. By full invalidity the full insurance value is paid. Partial invalidity is partially paid.
- b) Invalidity is based on table of invalidity at the time of settlement. The Insurers are only liable to invalidity of 5% or above, for each insurance event.
- c) For combined injury in one body part/organ, the whole loss of function is estimated according to rates of total loss of function in that body part/organ. The level of invalidity

in one insurance case cannot exceed 100%, even if more than one body part/organ is injured.

- d) Loss or damage on body part or organ completely inoperative before the injury does not give right to benefit. If partly useless a deduction of the same grade/size is made. When illness like condition or predisposition is a significant cause of increase of invalidity level regulation in point 7.2 is in use.
- e) Dental injury does not apply to invalidity benefit.

## 9.4 Treatment expenses

### a) General about treatment expenses

The Insurers will pay necessary medical treatment of injury within 2 years from date of injury. Covers expenses according to claims handler's own risk rates for medical expenses, according to the Finnish National Health Insurance act, hospital stay, bandages, medicine and prosthetics given by medical doctor. The reimbursements paid by KELA (The Social Insurance Institution of Finland) are subtracted from compensations. Travel expenses are covered by least expensive way of transportation between home/place of injury and nearest place of treatment, limited to one return trip only. The condition of the insured is to be taken into consideration. Expenses covering private hospitals/clinics/medical doctors are covered according to the policy. Originals or copies of original receipts must be provided.

### b) Dental injury

The Insurers cover dental injury to sound and whole teeth within 2 years from date of injury with insurance value according to insurance policy. The Insurers also cover first permanent treatment even if this is later than 2 years from date of injury subject to recommendation from dentist or dental technician that treatment should be delayed. Final dental settlement is based on quote by dentist or dental technician within 2 years of date of injury. Dental injury due to eating is not covered.

### c) Physiotherapy

Covers necessary treatment on requisition by medical doctor after surgery or plastering.

### d) Non-agreement private clinics

Use of private clinics is allowed where considered necessary for the timely healing of the patient and where no alternative is available from another source at chosen claims handler's contract medical centres at claims handler's own risk rates for medical doctors. Other private clinics need to be pre-approved by claims handler.

## 10 Compensation procedure

The claimant shall submit all documents and information necessary to determine the Insurer's liability. The documents shall be submitted as soon as possible to PV Vahingonkäsittely (PL 130, 00171 Helsinki, email vahinko@pvvahingonkasittely.fi, tel. 010 843 9930) who will handle the claims and claims payment on behalf of the Insurer.

A notification of claim shall include the following information:

- Name of the Insured;
- Short description of the loss event;

- Receipts or other evidence of the medical expenses and service charges; and
- Appropriately dated and signed doctor's certificate where necessary

Pax Verum Oy may request other information and documents where needed.

A written claim must be presented to the Insurer within one year of the date on which the claimant was informed of her/his right to compensation, and at the latest, within ten years from the occurrence of the loss event.

## 11 Schedule of benefits

	Competition						Hobby				
	Kilpapelipassi insurance, men born before 1.1.2004		Naiset/tytöpelipassi insurance, women and girls born before 1.1.2004		Functionaries insurance	Referees insurance	Junioripelipassi insurance, born 1.1.2004-31.12.2008	Harrastepelipassi, youth insurance, born 1.1.2001-31.12.2008		Harrastepelipassi, adults insurance, born before 1.1.2004	Lapsipelipassi born 1.1.2009 or later
	Extended	Restricted	Extended	Restricted				Extended	Restricted		
Treatment - Dental injuries excluded	3 000 €	1 500 €	3 000 €	1 500 €	3 000 €	3 000 €	3 000 €	3 000 €	1 500 €	1 500 €	3 000 €
Deductible for treatment	100 €	100 €	100 €	100 €	100 €	100 €	100 €	100 €	100 €	100 €	-
Surgery and Plastering in private clinics	7 000 €	-	7 000 €	-	7 000 €	7 000 €	7 000 €	7 000 €	-	-	7 000 €
Additional deductible for surgery and plastering	10 % of the cost	-	10 % of the cost	-	-	-	-	-	-	-	-
Physiotherapy after surgery or plastering	1 000 €	1 000 €	1 000 €	1 000 €	1 000 €	1 000 €	1 000 €	1 000 €	1 000 €	1 000 €	1 000 €
Dental injury	4 000 €	500 € acute treatment	4 000 €	500 € acute treatment	4 000 €	4 000 €	4 000 €	4 000 €	500 € acute treatment	500 € acute treatment	4000
Progressive disability indemnity	30 000 €	30 000 €	30 000 €	30 000 €	30 000 €	30 000 €	30 000 €	30 000 €	30 000 €	30 000 €	30 000 €
Athletic death / accidental death	15 000 €	15 000 €	15 000 €	15 000 €	15 000 €	15 000 €	15 000 €	15 000 €	15 000 €	15 000 €	15 000 €
Insurance premium	155 €	79 €	155 €	79 €	15 €	30 €	25 €	25 €	20 €	50 €	4 €

## CONTINENTAL SCALE

The following Table of Benefits details the Benefits applicable in respect of specific parts of the body with the Percentage Benefit being stated as a percentage of Benefit as detailed in the applicable Schedule of Benefits:-

<u>Disability</u>	<u>Percentage Benefit</u>
Total disorientation of mind	100%
Loss of bony substance of the skull in all its thickness:-	40%
	20%
	10%
Loss of Hearing in one ear	30%
<u>Upper Limbs</u>	<u>Right</u> <u>Left</u>
Complete immobility to shoulder joint	40%   35%
Complete immobility to elbow:-	25%   20%
1) in favourable position (within 15 degrees of right angle)	40%   35%
2) in unfavourable position	
Complete immobility of wrist:-	20%   15%
1) in straight position	30%   25%
2) in awkward position	20%   15%
Total loss of thumb	10%   6%
Partial loss of thumb: one phalange	15%   10%
Complete immobility of thumb	15%   10%
Total loss of forefinger	10%   8%
Partial loss of forefinger:	5%   3%
1) two phalanges	5%   3%
2) one phalange	
Total loss of any other finger	
<u>Lower Limbs</u>	<u>Right or Left</u>
Loss of half of foot	30%
Complete immobility of hip	40%
Complete immobility of knee	25%
Total or partial loss of kneecap with considerably restricted movement	30%
Total or partial loss of kneecap with full movement preserved	15%
Shortening of lower limb:-	30%
1) by 5 cm. or more	20%
2) by 3 to 5 cm.	10%
3) by less than 3 cm.	15%
Loss of big toe	10%
Complete immobility of big toe	3%
Loss of any other toe	

### Provided that:-

- 1) if the Insured Person is left handed, the Percentage Benefit applicable to the Right Upper Limb shall be deemed to apply to the Left Upper Limb and vice versa.
- 2) the Percentage Benefit payable in respect of any part of the body not specified shall be calculated by the Company in accordance with its severity as compared to those listed in the Table of Benefits without taking into account the Insured Person's Business occupation or pursuits
- 3) the total Benefit payable in respect of each Insured Person for all Bodily Injury arising from one accident shall not exceed 100% of Benefit as stated in the applicable Schedule of Benefits
- 4) the total Benefit payable for more than one of the separate parts of a single body member shall not exceed the Benefit which would have been payable in respect of that entire body member
- 5) if Benefit becomes payable in respect of an entire body member then Benefit for parts of that body member cannot also be claimed
- 6) the amount of Benefit payable for Bodily Injury in respect of any part of the Insured Person's body already affected by a permanent disability shall be reduced by the Percentage Benefit that would have been payable if such pre-existing permanent disability had qualified for Benefit hereunder.

## 12 Insured's right to regret

If the Insured is not satisfied with any aspect of the claims service received from the claims handler Pax Verum Oy, any complaint should be addressed in the first instance to:

Chubb claims department  
Chubb European Group Limited, Finnish branch  
PL 687, 00101 Helsinki  
e-mail: [asiakaspalvelu@chubb.com](mailto:asiakaspalvelu@chubb.com)  
Tel: 09 6861 5151

If the Insured is not satisfied with the way a complaint has been dealt with, they should contact:

Chubb Complaints officer  
Chubb European Group Limited, Finnish branch  
PL 687, 00101 Helsinki  
e-mail: [asiakaspalvelu@chubb.com](mailto:asiakaspalvelu@chubb.com)  
Tel: 09 6861 5151

Please state the nature of the complaint. Quote the policy and/or claim number, the name of any claim handling organization with whom they have been dealing and their reference number.

If the matter is still not resolved to the Insured's satisfaction they may request assistance from:

Kuluttajariitalautakunta  
Hämeentie 3  
PL 306  
00531 HELSINKI  
puh. 029 566 5200  
[krii@oikeus.fi](mailto:krii@oikeus.fi)  
Website – <http://www.kuluttajariita.fi>

or

Vakuutuslautakunta  
Porkkalankatu 1  
00180 HELSINKI  
Tel: 09 6850 120  
fax: 09 6850 1220  
[info@fine.fi](mailto:info@fine.fi)

The Insured may also bring a suit against the Insurer in the Finnish courts in accordance with the applicable Finnish laws.

## 13 Data protection

Chubb uses personal information which you supply to us, 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.

Chubb is 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. Chubb also uses 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 Chubb uses your personal information. For more information, Chubb strongly recommends you read Chubb user-friendly Master Privacy Policy, available at: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>.

You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

## 13. Applicable law

The policy is subject to the terms and conditions of the Policy Wording as well as the Finnish Insurance Contract Act and other Finnish law.