

Off-working-hours accident insurance for seafarers

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Contents

1 Conditions for Being Granted the Insurance

2 Persons Covered by the Insurance

3 Scope of the Insurance

4 Disclosure Obligation

5 Insured Events and Restrictions

6 Compensation

7 Termination of the Insurance

8 Insurance Premium Bases

9 Appeals

10 Applicable Law

Insurance Terms and Conditions in accordance with section 199 of the Workers' Compensation Act

1 Conditions for Being Granted the Insurance

1.1

In order to be granted off-working-hours insurance, the policyholder is required to have a compulsory occupational accident insurance policy with Fennia.

1.2

The insurance enters into force as of the date when Fennia receives the insurance application, unless a later date has been agreed on.

1.3

Fennia is not obligated to grant off-working-hours insurance.

1.4

The insurance is not granted for professional sports. Professional athletes must be insured separately under the act on accident insurance and pension provision for athletes (276/2009).

2 Persons Covered by the Insurance

The insured are the personnel of the vessel specified in the off-working-hours insurance, who are insured with the same company under statutory occupational accident insurance in accordance with the Workers' Compensation Act.

3 Scope of the Insurance

3.1

The insurance is valid during leisure time, meaning other than at work or in circumstances arising from work as referred to in sections 21–25 of the Workers' Compensation Act.

3.2

The insurance is valid both in and outside of Finland.

3.3

The insurance is not valid at the moment when the insured event takes place if the work of the insured on the policyholder's account and the policyholder's obligation to pay wages or a salary have been discontinued for an uninterrupted period of over 30 days.

4 Disclosure Obligation

4.1

The policyholder has the obligation to notify Fennia of all the necessary information pertaining to the insurance when taking out the insurance.

4.2

The policyholder must notify Fennia of any changes that take place while the insurance is valid within 30 days of the change taking place. The disclosure obligation applies to changes that concern a specific person or a limited personnel group as well as to changes to the work or task.

If such notice is made later than the aforementioned time limit, the change will enter into effect on the date when the notice of change was reported.

4.3

When an insured event takes place, Fennia must be notified in writing at the latest 10 working days from when the incident occurred.

4.4

The injured person shall, without delay, inform Fennia of changes affecting the compensation such as significant changes in his/her state of health, work ability, work or earnings.

5 Insured Events and Restrictions

5.1

The insurance covers an accident during leisure time that did not occur under the circumstances referred to in sections 21-25 of the Workers' Compensation Act.

Accident refers to a sudden and unexpected event resulting from an external factor that causes injury or illness to the employee.

5.2

The insurance also covers other injuries and illnesses caused by an accident, such as skin abrasions caused by chafing (section 18 of the Workers' Compensation Act) and the significant worsening of an injury or illness caused by the accident. The worsening of an injury or illness is not compensated if the accident only played a minor part in its worsening. A maximum of six months of compensation, starting from the time of the accident, is paid for the worsening of an illness or injury (Workers' Compensation Act, section 19).

5.3

A general requirement for an accident being compensated is a probable medical causal connection between the accident and the injury or illness.

In assessing the causal connection, particularly the medical findings and observations, how the accident happened and previous injuries and illnesses are taken into account.

5.4

The insurance does not cover

a) an occupational disease or the significant worsening of some other injury or illness compensated as an occupational disease (Workers' Compensation Act, sections 26-30);

- b) the sudden soreness of a muscle or tendon that was not the result of an accident, but occurred as the person was performing a single strenuous work movement (Workers' Compensation Act, section 33);
- c) abuse or damage caused intentionally by another person (Workers' Compensation Act, section 34); or
- d) injury resulting from war, insurrection or some other armed conflict.

5.5

The insurance also does not cover

- a) damage as referred to in the Patient Injuries Act;
- b) an accident that entitles the injured party to compensation according to this act by virtue of another act;
- c) an accident that entitles the injured party to compensation for a work-related accident or occupational disease according to the act on accident insurance for a farmer;
- d) a motor vehicle accident as referred to in the Finnish motor liability insurance act or a similar act of a state belonging to the European economic area; or
- e) a rail traffic accident as referred to in the Finnish act on liability for rail traffic (113/1999) or a similar act of a state belonging to the European economic area.

6 Compensation

6.1

Compensation paid under the insurance is determined based on the provisions of the Workers' Compensation Act.

Details about some of the main areas of compensation are contained below.

6.2 Indemnity for medical treatment

Compensation under the insurance is paid for unavoidable expenses resulting from necessary medical treatment (Workers' Compensation Act, Sections 36-37).

Necessary travel expenses arising from hospital treatment are compensated to the nearest place of treatment or to one specified in a commitment to pay. For journeys made in a private vehicle, half of the tax-free rate-per-kilometre compensation confirmed by the Tax Administration shall be reimbursed.

Fennia has the right to direct the injured person to a treatment facility of its choosing using a commitment to pay. If treatment is provided in a treatment facility other than the one indicated in the commitment to pay or if Fennia has not provided a commitment to pay, the injured person shall be reimbursed, at most, the client charge as provided in the Act on Client Charges in Social and Health Care Services.

Compensation paid to the injured by virtue of the Health Insurance Act for the same accident is deducted from the indemnity for medical treatment. In order for this to take place, the injured party must present power of attorney authorizing Fennia to file for compensation for the medical costs in accordance with the Health Insurance Act.

Compensation for costs such as medical treatment, pharmaceutical, travel and additional home maintenance expenses must be applied for from Fennia within one year of the costs arising.

6.3 Compensation for lost income

Under the insurance, compensation for lost income covers daily allowance, rehabilitation allowance and industrial accidents pension.

So-called short-term daily allowance (the 28 calendar days after the day of the accident) is determined on the basis of the sick pay paid by the employer taking out the insurance or the earnings received at work for the employer taking out the insurance.

The annual earnings that the compensation for lost income is based on are determined on the basis of the earnings received at work for the employer taking out the insurance. Annual earnings are otherwise determined by applying sections 71-73 of the Workers' Compensation Act.

No other party than the employer taking out the insurance is entitled to recover the sick pay or any other benefit from the compensation for lost income paid in accordance with this policy.

6.4 Deductions made from compensation for lost income

A calculated deduction from the daily allowance and from the rehabilitation allowance paid for the daily allowance period is made for the period during which the injured party is entitled to daily allowance based on the Health Insurance Act for the same accident. The deduction is made in accordance with the table in section 202 of the Workers' Compensation Act.

Daily allowance according to the Health Insurance Act that is paid to the injured party for the same period, as well as disability pension paid by virtue of another act and subsequent old-age pension are deducted from the rehabilitation allowance paid for industrial injuries pension and the period of industrial injuries pension.

Correspondingly, survivors' pension paid by virtue of another act for the same accident is deducted from survivors' pension paid to the beneficiary.

6.5 Assessment of impaired work ability

When assessing a deterioration in work ability, the injured person's remaining ability to acquire earnings for him/herself in such available work that can reasonably be considered possible for the injured person to be able to perform is taken into account. In this case, the injured person's education, previous activity, age, place of residence and other comparable factors will be taken into account.

6.6

If compensation (such as compensation for medical treatment or a handicap benefit) other than compensation for lost income is paid for the same accident on the basis of another off-working-hours insurance policy under the Workers' Compensation Act, such compensation will not be paid on the basis of this insurance policy.

7 Termination of the Insurance

7.1

The policyholder may terminate a permanent insurance policy during the insurance period. The termination must be done in writing. The insurance expires at the earliest when Fennia receives the termination notification.

7.2

The insurance ends at the same time as when the compulsory occupational accident insurance that was taken out for the insured persons ends.

7.3

The insurance is terminated on the last day of the compulsory occupational accident insurance, if the policyholder terminates it in connection with an insurance transfer procedure.

7.4

The insurance is considered to have ended as of the date on which the policyholder has been declared bankrupt or when a bailiff has issued an impediment certificate as referred to in the Enforcement Code, Chapter 3, Section 95, indicating an impediment for lack of means or unknown whereabouts of the policyholder.

7.5

Fennia has the right to terminate the insurance if the policyholder has neglected to pay a due insurance premium, or if the policyholder has deliberately provided wrong or incomplete information required for processing a compensation matter or for determining an insurance premium in order to achieve unauthorised financial gain for him/herself or for someone else.

The insurance ends within 30 days of the written notice of termination being sent. However, the insurance does not end if the policyholder has paid the due premium before the close of the period of notice.

8 Insurance Premium Bases

8.1

The premium is defined annually in compliance with Fennia's premium bases valid at the time. The premium bases have been drawn up, based on the stipulations of the Workers' Compensation Act, separately for compulsory insurance, voluntary occupational accident insurance and off-working-hours insurance.

8.2

In accordance with Fennia's premium bases, at least a minimum insurance premium for each calendar year is always charged on voluntary off-working-hours insurance for as long as the insurance is valid.

9 Appeals

Decisions issued by Fennia under this insurance policy can be appealed in writing to the Accident Appeal Board, in accordance with the instructions for appeal that are attached to the decision.

10 Applicable Law

This insurance policy is subject to the Finnish Workers' Compensation Act (459/2015). Upon taking out the insurance the policy is subject to the Insurance Contracts Act (543/1994), section 4 b, paragraph 1; section 5, paragraph 1; section 5 a, and section 7, paragraph 1.

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