



Insurance terms

FITNESS24SEVEN Ltd.

Valid from May 1st 2015.

Table of content

Lloyd's Insurance.....	2
1 - Insuring Agreement	2
2 - General Definitions	2
3 - General Conditions	3
4 - Policy benefits	4
5 - General Exclusions.....	7
6 - Claims Conditions	7
7 - Cancellation procedure	8
8 - Claims procedure.....	8
9 - Complaints procedure	9
10 - Compensation	9
11 - Data protection (PuL)	10
12 - Sanction Limitation and Exclusion Clause.....	10
13 - Several Liability Notice (LSW1001 Insurance)	10



LLOYD'S

Insurance terms

Lloyd's Insurance

Effected through Sportscover Europe Limited

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is noted on the Policy Schedule) to the undersigned by certain Underwriters at Lloyd's whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyds Policy Signing Office and in consideration of the payment of the Premium which forms part of the Premium specified in the Policy Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Policy Schedule by Sportscover Europe Limited

A handwritten signature in black ink, appearing to be "R. J. ...".

Authorised Signatory
Sportscover Europe Limited

1 – Insuring Agreement

1.1 If whilst this Policy is in force, an Insured Person suffers Bodily Injury during the Operative time, which is the sole, direct and independent cause of the Insured Person's injury, then subject to the terms and conditions set out below, including in particular the exclusions and receipt by Us of the Premium(s). We shall pay the benefits as stated in the Policy Schedule.

2 – General Definitions

In this Policy the following words/expressions have the following meanings:

- 2.1 **Accident** means a sudden, unexpected, unusual and specific event, which occurs at a definable time and place.
- 2.2 **Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where We allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon You and/or the Insured Person.
- 2.3 **Bodily Injury** means an injury which:
- 2.3.1 Is sustained by an Insured Person whilst actively engaged in Fitness Centre Activities and such accidental Bodily Injury is sustained because of participation by the Insured Person in the Fitness Centre Activities; and
 - 2.3.2 Is sustained by the Insured Person during the period of this insurance; and jonka syynä on tapaturma; ja
 - 2.3.3 Is caused by an Accident; and
 - 2.3.4 Occasions the Insured Person's Disablement and/or medical treatment within 12 calendar months from the date of the Accident.



Insurance terms

- 2.4 **Disablement** means Temporary Total Disablement.
- 2.5 **Fitness Centre Activities** means whilst on the Policyholder's premises and includes all activities within the premises including but not limited to general fitness training or personal training either with or without a dedicated personal trainer. Furthermore Fitness Centre Activities includes activities outside of the Policyholder's premises when under the direct supervision of a Policyholder's employee or contractor.
- 2.6 **Inception Date** means 12 a.m. (midnight) of the period of insurance (from) date shown in the Policy Schedule.
- 2.7 **Insurance Premium Tax** means any taxes that may be payable at the rate applicable from time to time.
- 2.8 **Insured Person** means any member of the Policyholder who has opted to take up the insurance and is appropriately registered for the purpose of Insurance hereunder.
- 2.9 **Medical Expenses** means any reasonable expense incurred by the Insured Person from a Medical Practitioner where the expense is directly as a result of a Bodily Injury received whilst participating in the sport nominated in the Policy Schedule.
- 2.10 **Medical Practitioner** means a duly qualified and registered medical practitioner who is not related to You or the Insured Person by blood or marriage..
- 2.11 **Occupation** means the employment, profession or occupation of or the business carried out by the Insured Person at the time of the Bodily Injury.
- 2.12 **Operative Time** means whilst participating in Fitness Centre Activities
- 2.13 **Policy** means this document, the Policy Schedule, any endorsement(s), application form or proposal, that together are to be considered as one document.
- 2.14 **Policyholder** means the entity specified in the Policy Schedule.
- 2.15 **Policy Schedule** means the Policy Schedule attaching to this Policy confirming currency of the Policy or the Policy Schedule subsequently issued on renewal or variation or by way of endorsement.
- 2.16 **Premium** means the amount payable by the Insured to the Insurer as specified in the Policy Schedule.
- 2.17 **War** means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This definition includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.
- 2.18 **We/Us/Our** means certain underwriters at Lloyd's as shown on the Policy Schedule, whose definitive numbers and the proportions underwritten by them will be supplied on application.
- 2.19 **You/Your/Policyholder** means the Policyholder named in the Policy Schedule.

3 – General Conditions

- 3.1 Any fraud, misstatement or concealment, either in the proposal or in relation to any other matter affecting this insurance, shall entitle Us to render this insurance null and void and any monies which have been paid by Us to You or the Insured Person must be repaid in full immediately.
- 3.2 This Policy will be governed by and construed in accordance with the law of Domicile of the Insured. We and the Policyholder agree to submit to the exclusive jurisdiction of the courts of the Domicile of the Insured. This Policy will be governed by and construed in accordance with the law of Domicile of the Insured.
- 3.3 The Insured Person must be permanently resident in Finland or the European Union, unless specifically agreed otherwise in writing by Us.



Insurance terms

4 – Policy Benefits

4.1 Capital Benefits

For each of the events 1 to 14 listed below, the benefit payable will be the percentage shown applied to the maximum capital benefit of €110,000.

1	Death		5%
2	Permanent Quadriplegia		100%
3	Permanent Paraplegia		100%
4	Permanent total loss of sight	Two eyes	100%
		One eye	50%
5	Permanent total loss of hearing	Two ears	75%
		One ear	25%
6	Permanent total loss of use of	Two arms	75%
		One arm	35%
7	Permanent total loss of use of	Two legs	75%
		One leg	35%
8	Permanent total loss of use of	Two+ fingers	40%
		Two fingers	14%
		One finger	7%
		One thumb	19%
9	Permanent total loss of use of	Two+ toes	40%
		Two toes	14%
		One toe	4%
10	Permanent total loss of use of	Two kidneys	75%
		One kidney	30%
		Spleen	25%
		Liver	70%
		Two testicles	40%
		One testicle	6%
11	Total & permanent	Disfigurement	Up to 45%
		Shortening of leg	7%
	For the purposes of this Event 11 only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.		
12	Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined by the Standard Swedish Scale of Benefits (attached hereto as Appendix A.		Up to 90%
13	Becoming HIV positive but cover for this event is only provided if the infection was as a direct result of Fitness Centre Activities		10%
14	Actual Expenses incurred following Accidental miscarriage or premature child birth up to max 26 weeks of pregnancy, if such expenses are not covered by the public health system or any private health insurance. Cover for this Event is only provided if the miscarriage or childbirth was as a result of Fitness Centre Activities.		Up to 5%



4.2 Medical Benefits

We will pay the following expenses incurred as a result of Bodily Injury:

- 4.2.1 Hospital accommodation.
- 4.2.2 Ancillary Medical Expenses.
- 4.2.3 Dental services to sound whole teeth only.

This benefit covers only amounts which are not covered by the public health system of where the Insured Person is domiciled. Further, it only applies to the difference between any private health insurance rebate and the actual cost incurred by the Insured Person.

4.2.4 Physiotherapy Benefits

If, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve calendar months results in physiotherapy treatment required and provided by a suitably qualified physiotherapist We will pay 75% of the fee charged, but never more than the actual cost to Insured Person (after rebates from other sources)

The most we will pay for this benefit is €2,450 per claim

4.3 Non-Medical benefits

We will reimburse an Insured Person for non-medical expenses incurred directly relating to the Bodily Injury. The most we will pay is €17,800 in total for all expenses under section 4.3, but never more than the sub-limits shown below.

These expenses include:

4.3.1 Domestic Home Help

If an Insured Person suffers Bodily Injury We shall pay up to 100% of the actual cost of domestic home help certified as necessary by the attending medical practitioner. An Insured Person's entitlement to this benefit does not commence until 7 days after Temporary Total Disablement for which treatment is received. The most We will pay for this section is €170 per week up to a maximum 26 weeks, for each week of Temporary Total Disablement.

4.3.2 Personal effects.

The cost to replace clothes, sports equipment, jewellery and other personal effects owned by the Insured Person and damaged during the Accident which caused the insured Bodily Injury. The most We will pay for this section is €1,100.

4.3.3 Other Non-Medical costs.

Any other non-medical costs certified as necessary by the Insured Person's Medical Practitioner. This does not include wages lost by any person, rehabilitation costs (covered separately in Section 4.3.4) or transportation costs (covered separately in Section 4.3.6)

The most We will pay under this section is €2,000

4.3.4 Rehabilitation Benefit

We will pay all reasonable costs incurred for the rehabilitation of a Bodily Injury which have been incurred following a referral from a Medical Practitioner to a rehabilitation provider including but not limited to a Gymnasium, Pilates Studio or physical trainer.

**Insurance terms**

We will also pay for any disability or mobility aid if such equipment can reduce the impact of the Bodily Injury to the Insured Person.

In addition to this We will pay the expenses incurred for tuition or advice from a licensed vocational school provided such tuition is undertaken with the our prior written agreement and deemed required by the Insured Person's regular Medical Practitioner.

The most We will pay in total for this section is €10,000.

4.3.5 Bed Care Benefit

In the event an Insured Person is necessarily confined to a bed after a Bodily Injury for a period of not less than seven (7) days and their confinement is certified as necessary by their attending Medical Practitioner to be under the continuous care of a registered nurse, who is not related to You or the Insured Person or a member of the Insured Person's family, We will pay the Insured Person €85 per week up to a maximum of 10 weeks.

For the purposes of this Benefit, We will not pay for any claim whereby the Insured Person is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

4.3.6 Transportation expenses

4.3.7 We will reimburse an Insured Person for additional transportation expenses incurred directly relating to the Bodily Injury and certified as necessary by the Insured Person's Medical Practitioner. We will only pay for transportation between their Normal Place of Residence and their usual place of regular employment or study. We will only pay to use the cheapest mode of transport which is available to the Insured person and which is reasonable given the Insured Person's mobility.

The most We will pay in total for this Section is €5,000.

4.3.8 Membership Benefit

If, following a Bodily Injury, an Insured Person is deemed by their attending Medical Practitioner unable to undertake Fitness Centre Activities, for the remainder of the membership period, We will pay a pro rata amount of the annual club membership/registration fee for the period from the date of the Bodily Injury until the end of the membership period that the Bodily Injury occurred in.

The most We will pay for this Section is €330.



5 – General Exclusions

We will not be liable for Bodily Injury or Disablement directly or indirectly resulting from:

- 5.1 Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal act, or an Insured Person being under the influence of alcohol or drugs.
- 5.2 Mental sickness, nervous anxiety, depression or stress related conditions or complaints which are caused directly or indirectly by an Accident causing Bodily Injury.
- 5.3 The Insured Person engaging in or taking part in any sport/s other than the sport/s nominated in the Policy Schedule.
- 5.4 Driving or riding in any kind of race, or the Insured Person taking part in hazardous sports, pursuits or pastimes not declared to Us, or engaging in naval, military or air force services or operations.
- 5.5 War.
- 5.6 Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Furthermore this Policy also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- 5.7 Any pre-existing defect, infirmity or sickness at the time of the Insured Person's Bodily Injury.
- 5.8 The Insured Person engaging in air travel except as a passenger in a property licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 5.9 All claims arising out of unreasonable failure to seek or follow medical advice.
- 5.10 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 5.11 Ionising radiation or radioactive contamination.
- 5.12 Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 5.13 Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 5.14 Sickness, disease or disorder of any kind.

6 – Claims Conditions

- 6.1 Written notice must be given to Us within 60 days (or as soon as reasonably thereafter) of becoming aware of any Accident which causes or may cause Disablement and, if applicable, the Insured Person must as early as possible, place them self under the care of a Medical Practitioner.
- 6.2 Written notice must be given to Us as soon as reasonably practicable in the event of the death of an Insured Person resulting, or alleged to have resulted, from an Accident.
- 6.3 No claim will be accepted under this Policy by Us until We have received a completed claim form together with satisfactory medical evidence, proof of age and Occupation, employer's certificates and such other documents We may reasonably require.



Insurance terms

- 6.4 If the consequence of an Accident shall be aggravated by any condition of physical disability that the Insured Person had which existed before the Accident occurred, the amount of any compensation payable under this Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 6.5 In event of a claim under this insurance, You and the Insured Person shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of the Insured Person.
- 6.6 Once We have accepted a claim under this Policy We will pay benefits, at the completion of the Insured Person's treatment and upon receipt of satisfactory evidence of their Medical Expenses or return to work after Temporary Total Disablement.
- 6.7 During the currency of any claim the Insured Person must continue to pay any relevant Premiums and Insurance Premium Tax as originally stated in the Policy Schedule if and when they fall due.
- 6.8 Benefits shall NOT be payable under more than one of the events for Disablement resulting from any further occurrence whilst there is an existing entitlement for benefits.
- 6.9 Benefits shall NOT be payable under more than one of the events for Disablement resulting from any further occurrence whilst there is an existing entitlement for benefits.
- 6.10 Benefits shall NOT be payable for any period after the Insured Person has resumed Fitness Centre Activities except for subsequent unrelated occurrences.
- 6.11 Benefits shall NOT be payable for that part of the benefit payable under Loss of Income for which state welfare benefits or other benefits can be claimed.
- 6.12 We will at Our own expense have the right and opportunity to examine the Insured Person when as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

7 – Cancellation procedure

This Policy may be cancelled by Us or the Policyholder for any reason by giving the other party 60 days written notice to the their last known address confirming that all cover will cease 60 days after the date of the notice.

In the event of cancellation by Us the Policyholder must notify all Insured Persons of such cancellation. We will return a rateable proportion of any Premium paid by the Insured in respect of any unexpired cover (if any).

8 – Claims procedure

If an event giving rise to a claim under this Policy occurs please provide details as soon as practically possible by contacting Your Insurance Intermediary:

Löwenthal Birger Försäkring AB
Norra Järnvägsgatan 12
Växjö 352 30, Sverige
Tel: +46 (470) 74 95 90
Email: epost@lbforsakring.se

You must give Your Policy reference. Please note that if medical treatment has been received You and/or the Insured Person must obtain medical certificates showing the nature of the injury. All circumstances that are likely to give rise to a claim under this insurance should be notified within 60 days after the occurrence (or as soon as reasonably practicable thereafter).



LLOYD'S

Insurance terms

9 – Complaints procedure

It is always Our intention to provide a first class standard of service. However, if the Insured Person has any cause for complaint, in the first instance, please contact the Intermediary who arranged this insurance:

Löwenthal Birger Försäkring AB
Norra Järnvägsgatan 12
Växjö 352 30, Sverige
Tel: +46 (470) 74 95 90
Email: epost@lbforsakring.se

If you are not satisfied with the way the Intermediary dealt with your complaint you may write to:

Erik Borjesson, Lloyd's General Representative
Sveavägen 20, 6 tr - SE- 111 57 Stockholm
Tel: +46 (0)8 545 255 41, Fax: +46 (0)8 545 255 49
Email: erik.borjesson@lloyds.com

who may without prejudice to your rights in law refer the matter to the Complaints Department at Lloyd's in London.

Should any of the foregoing routes for complaint prove unsatisfactory, you are entitled to contact:

The Financial Ombudsman Service in the UK:
South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom
Tel: +44 20 7964 0500, Fax: +44 020 7964 1001, Email: complaint.info@financial-ombudsman.org.uk

or

Financial Ombudsman Bureau (Vakuutus ja rahoitusneuvonta)
Porkkalankatu 1
00180 Helsinki
Finland

Tel: +358 9 6850 120
Fax: +358 9 6850 1220
Email: info@fine.fi

or

Consumer Disputes Board (Kuluttajariitalautakunta)
Hämeentie 3
P.O. Box 306
00531 Helsinki
Finland

Tel: +358 29 566 5200
Fax: +358 29 566 5249
Email: kril@oikeus.fi

without prejudice to your rights in law.

10 - Compensation

Lloyd's is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claim under its policies. You or the Insured Person may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full. Above this threshold, 90% of remainder of the claim will be met. For compulsory classes of insurance, 100% of the claim will be met without any upper limit.



11 – Data protection (PuL)

The personal data that We or other third parties collect about you in connection with your insurance are those required to administer your policy and any claims you may make. By taking out this insurance you agree that the data can also be used to allow us to make decisions relating to your insurance and to provide you with satisfactory customer service. Your personal information is protected using appropriate organizational procedures, and will not be sold or otherwise provided to third parties for marketing purposes. The law entitles you to request from us, once a year, a copy of the personal information we hold about you. This request must be submitted in writing to the controller at the address below. You and the Insured Person also have the right to request that inaccurate personal data be corrected, and to withdraw your consent. According to the Finnish Privacy Act 523/1999 Löwenthal Birger Försäkring AB has certain mandatory legal disclosure requirements. This means that Löwenthal Birger Försäkring AB may be required to disclose personal information to governmental authorities should they request it. The Personal Data Controller which processes of your personal information is Löwenthal Birger Försäkring AB. Norra Järnväggsgatan 12 Växjö 352 30 Tel: +46 (470) 74 95 90 Email: epost@lbforsakring.se

12 – Sanction Limitation and Exclusion Clause

We shall not provide cover nor shall We be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13 – Several Liability Notice (LSW1001 Insurance)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.