

Consultants' liability insurance VA60

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1 Compensable damages

- the insured is liable for damages under applicable law;
- the loss was detected during the insurance period and LocalTapiola was notified about it during the insurance period or within 12 months of the termination of the insurance; and
- the loss concerns claims that are processed within the territorial limits of the insurance in accordance with applicable law in the countries belonging to the territory.

Loss caused before the commencement of this insurance is covered only in the event that

- the act or negligence the claim is based on occurred during the validity of the insured's previous consultants' liability insurance that immediately preceded this insurance;
- the loss is not covered by the preceding insurance, because the loss was detected or a claim was presented to the insured after the termination of the insurance or after the notification period concerning the loss; and
- LocalTapiola was notified of the loss during the validity of this insurance.

The insurance covers damage or loss caused by an execution assistant in the insured business, when

- the insured is liable for the loss and entitled to insurance cover in accordance with this insurance policy; and
- the insured has, in a written agreement, obliged the execution assistant to take out and maintain consultants' liability insurance that covers this part and, after the damage or loss has occurred, seen to it that LocalTapiola's subrogation right towards the party with who caused the damage or loss remains.

Consultants' liability insurance cover is limited by the sum insured, the deductible and the common exclusions set out in section 4 of the common terms and conditions of liability insurance VY1, as well as the exclusions set out below in section 2 and any special clauses.

The sum insured in bodily injury is, however, always at least EUR 500,000 per insured event and period of insurance, or a higher amount if specified in the insurance policy.

2 Exclusions to liability insurance cover

2.1 Indirect loss

The insurance does not cover consequential or indirect loss and damage, such as

- loss or damage caused by reduced or interrupted production or net sales or other loss of income;
- income not obtained because a contract with a third party has expired or has not been correctly fulfilled; or
- any other similar loss or damage that is difficult to predict.

This exclusion is not applied when the customer is a consumer.

2.2 Contractual liability

The insurance does not cover any loss to the extent that the liability is based on an undertaking by the insured to assume greater liability than would otherwise apply to the insured under current legislation in the same contractual relationship in the absence of such contractual provision.

2.3 Commission fee or expenses

The insurance does not cover loss or damage relating to a commission fee.

2.4 Absence of a plan

The insurance does not cover damage caused by the absence of a plan or design for a building, construction, product or part thereof.

2.5 Bills of quantities and financial calculations

The insurance does not cover loss or damage resulting from bills of quantities or studies, calculations or plans performed or drafted as a basis for financial estimates.

2.6 Intellectual property rights and trade secrets

The insurance does not cover loss or expenses resulting from violation of another party's intellectual property rights, trade secrets or other confidential information.

2.7 Membership of a Board of Directors

The insurance does not cover loss and damage that is based on membership of a Board of Directors, a Supervisory Board or other similar body or loss and damage that is based on acting as a Managing Director or holding other similar managerial positions.

2.8 Delay and cancellation of contract

The insurance does not cover loss caused by a delay or cancellation of a contract.

2.9 Insolvency

The insurance does not cover loss resulting from the bankruptcy or other insolvency of the insured.

2.10 Appearance of product

The insurance does not cover loss or damage caused by the unsatisfactory appearance of a building, product or part of a product in respect of form, material or other factor.

2.11 Product development

The insurance does not cover damage caused by the use of new, untested materials, structures or methods.

2.12 Insufficient capacity

The insurance does not cover loss or damage caused by insufficient capacity of a product or system that was produced in accordance with the plan, unless the defect was caused by a concrete and clearly demonstrable error in a calculation, drawing or manufacturing instruction.

2.13 Control and supervision

The insurance does not cover loss or damage caused by the control, supervision or administrative management of construction work or other work, unless the insured consultancy activity is “Construction Management” or “Surveillance and Inspection”.

2.14 Own production or goods delivery

The insurance does not cover loss or damage that occurred at a location where the insured or similar is engaged in building, manufacturing or installation work or goods delivery.

2.15 Excavation and blasting work

The insurance does not cover damage resulting from

- blasting and pile driving;
- test excavation, drilling or blasting;
- or displacement of land as a result of these.

2.16 Public procurement

The insurance does not cover loss or damage caused by a bidding procedure in accordance with the Public Procurement Act or a corresponding procedure under foreign law.

2.17 Processing of personal data

The insurance does not cover damage or loss caused by management of personal data in violation of the personal data legislation in force.

The liability insurance does not cover fine, payment or compensation of penal nature (e.g. administrative sanctions in accordance with the EU data protection regulation), forfeiture or other sanction imposed as penalty regardless of who is subject to the sanction.

2.18 Limitation of error or neglect

The insurance does not cover loss that has resulted from error or neglect if the act, error or neglect was committed 10 years before a related claim for compensation was presented to LocalTapiola, irrespective of when the damage or loss was detected.

2.19 Management consulting

The insurance does not cover loss caused by management consulting.

2.20 Condition survey and inspection

The insurance does not cover damage resulting from condition survey and inspection.

2.21 Project-specific consultants' liability insurance

The insurance does not cover damage relating to a project covered by project-specific consultants' liability insurance of the insured.

3 Calculating the premium

The invoiced value of the insured activities is the financial indicator used as the basis for the insurance premium in consultants' liability insurance.

In case of any dispute under these terms and conditions the original Finnish wording shall prevail.

Insurance is granted by the following mutual insurance companies in LocalTapiola Group (business ID):

LähiTapiola **Etelä** (0139557-7) | LähiTapiola **Etelä-Pohjanmaa** (0178281-7) | LokalTapiola **Sydkusten** -
LähiTapiola **Etelärannikko** (0135987-5) | LähiTapiola **Itä** (2246442-0) | LähiTapiola **Kaakkois-Suomi**
(0225907-5) | LähiTapiola **Kainuu-Koillismaa** (0210339-6) | LähiTapiola **Keski-Suomi** (0208463-1) |
LähiTapiola **Lappi** (0277001-7) | LähiTapiola **Loimi-Häme** (0134859-4) | LähiTapiola **Länsi-Suomi** (0134099-8) |
LähiTapiola **Pirkanmaa** (0205843-3) | LokalTapiola **Österbotten** - LähiTapiola **Pohjanmaa** (0180953-0) |
LähiTapiola **Pohjoinen** (2235550-7) | LähiTapiola **Pääkaupunkiseutu** (2647339-1) | LähiTapiola **Savo**
(1759597-9) | LähiTapiola **Savo-Karjala** (0218612-8) | LähiTapiola **Uusimaa** (0224469-0) |
LähiTapiola **Varsinais-Suomi** (0204067-1) | LähiTapiola **Vellamo** (0282283-3) |
LocalTapiola General Mutual Insurance Company (0211034-2)

The companies' contact details are available at www.lahitapiola.fi.