



The Scope of Validity of Product Liability Insurance

This is an unofficial translation of the Finnish original, which takes precedence should any dispute arise.

This special clause on scope of validity is an exception or a supplement to the terms and conditions of an insurance contract in the manner referred to below.

The special clause is primary to the other terms and conditions of the insurance contract unless otherwise agreed upon in writing with the policyholder.

1 The scope of validity of the special clause

The special clause applies to insured products outside Europe.

The special clause is also applied when claims directed at products are based on non-European law.

2 Limitations on compensation

2.1 Damage caused to employees

The insurance does not cover damage caused to employees or persons comparable to employees. Thus, for example, the insurance does not cover damages when the employer's liability to compensate is based on one of the following:

- workers' compensation
- employers' liability
- employment practises.

2.2 Environmental Damage

The insurance does not cover damage to the environment.

Thus, for example, the insurance does not cover damage caused by

- pollution of water, air or soil;
- noise, vibration, radiation, draught, heat, smell, smoke, soot, dust, steam, gas;
or
- other similar nuisance.

2.3 Limitations on product liability

The insurance does not cover damage caused by

- a product issued before the beginning of the insurance;
- altering or repairing of a product against the instructions of the manufacturer;
- malicious damage, sabotage, tampering or comparable of a product or a production process.

The insurance does not either cover claims based on special commitments made or guarantees given concerning a product, such as Product Guarantees or Warranties.

2.4 General limitations on compensation

- The insurance does not cover damage related to BSE, TSE, CJD or comparable diseases;
- HIV;
- pandemics;
- lead;
- polychlorinated biphenyls (PCB);
- chlorinated hydrocarbons;
- ureaformaldehyde;
- diethylstilboestrol (DES);
- tobacco and tobacco products;
- genetically manipulated organisms (GMO);
- electromagnetic fields (EMF).

3 Provisions regarding compensation

The liability to compensate of Tapiola shall not exceed the sum insured in any occurrence of damage.

No more than the sum insured stated in the insurance policy shall be paid for damages detected during a period of insurance.

Moreover, the compensation shall only be paid if the insured presents the insurance company with a written damage report during the period of validity of the insurance or no later than within 180 days of the expiration date of the insurance.

For further information

Telephone service for companies 0203 45300

Mon–Fri 8:00 am–8:00 pm

www.tapiola.fi/yrityspalvelut

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