

General third party liability insurance VA1

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Your policy of General third party liability insurance is made up of:

- the policy document, and any special conditions set out in the policy document;
- this product-specific wording (VA1);
- the Common terms and conditions for liability insurances (VY1);
- the General terms and conditions for companies (YS15).

1 Perils insured

1.1 Conditions for an insured peril

This insurance will cover claims for bodily injury and property damage caused within the territorial limits to a third party in the course of the insured activity, when:

- the insured is held liable for damages for the injury or damage under the law in force within the territorial limits;
- the injury or damage is discovered during the period of cover.

If the claim is disputed, the place of litigation must also be situated within the territorial limits of the insurance.

The party suffering bodily injury or property damage will also be indemnified for the financial loss or cost directly resulting from the injury or damage.

The cover provided by this insurance will have the content applying at the time of discovery of the injury or damage, and the resulting claim will be allocated to the insurance period in which the injury or damage was discovered.

1.2 Financial loss under the Data Protection Regulation

When the conditions stated in section 1.1 are met, the below losses will also be covered.

The insurance covers pure financial loss caused to a natural person on the basis of the Personal Data Act, the EU's General Data Protection Regulation or any legislation adopted pursuant to the Regulation. The maximum amount of indemnity is limited to €100,000 per insurance period.

1.3 Loss by event organiser

When the conditions stated in section 1.1 are met, the below losses will also be covered.

Unless the insured activity stated in the policy document is event organising, this insurance will cover loss caused to a third party in the capacity of event organiser only when the event does not charge a specific entry fee and the event relates to the insured activity or the event is a personnel or marketing event related to that activity.

However, the cover provided by this insurance is not in force in the following functions:

- bungee jumping, mountaineering, rock climbing or ice climbing, diving;
- speed skiing, downhill, freestyle and off-piste;

- parachuting, hang gliding, flying and other aviation;
- motor sport;
- treks or expeditions to desolate regions outside Finland, such as treks to deserts, the wilderness, glaciers, jungle or the mountains.

2 Perils excluded

2.1 Property in care, custody, control or worked on

This insurance does not cover loss or damage to property that, at the time of the act or omission causing the loss or damage, was in the insured's care, custody or control, was being worked on by the insured, or was the subject of the insured's protection obligation or damage prevention obligation.

If the policy of General third party liability insurance has not been specifically extended with Liability insurance for property under care, custody or control (VA9), this insurance will cover up to €10,000, per any one claim, for sudden and unexpected loss or damage caused to third-party property that is in care, custody, control, being worked on or the subject of a protection or a damage prevention obligation.

However, loss or damage caused to:

- machinery, equipment or means of transport required for the carrying on of the insured activity,
 - goods being forwarded or in store or transit,
 - a motor vehicle or a motorised work machine being repaired or serviced,
 - an aeroplane or other aircraft, or their equipment
- will not be covered.

2.2 Property in custody or control

Section 2.2 of the previous policy wording has been amalgamated with section 2.1.

2.3 Consultancy and design

This insurance does not cover loss, damage or injury caused in the course of any professional consultancy, IT consultancy, advisory, oversight, inspection or design activity.

2.4 Contractual liability

This insurance will not cover loss, damage or injury insofar as the liability is based on any contract, warranty or other commitment that the insured has concluded or made if this liability did not exist without the commitment in question.

This insurance does not cover loss, damage or injury resulting from any non-compliance with or failure to perform a contractual obligation.

The insurance does not cover loss, damage or injury caused by the insured's subcontractor or other contractual partner.

2.5 Pure financial loss

This insurance does not cover pure financial loss.

2.6 Damage to sold products

This insurance does not cover loss or damage caused to a product itself that the insured sells.

2.7 Product liability and software

This insurance does not cover loss or damage resulting from a product handed over to a third party.

This insurance does not cover loss or damage caused by software.

2.8 Patient injury

This insurance does not cover:

- any patient injury as defined in the Finnish Patient Insurance Act or the Patient Injuries Act;
- loss, damage or injury relating to healthcare or medical care provided outside Finland.

2.9 Traffic accident

This insurance does not cover loss, damage or injury resulting from the use of a motor vehicle in traffic as defined in the Finnish Motor Liability Insurance Act or a corresponding foreign law in force from time to time.

If the corresponding foreign legislation is missing, loss, damage or injury resulting from the use of a motor vehicle, a motor-driven device or a work machine in traffic will not be covered.

Deviating from this exclusion, loss, damage or injury caused in Finland and not covered by motor liability insurance:

- A) under section 40, subsection 2 of the Finnish Motor Liability Insurance Act, when the loss, damage or injury is caused to other property than property in the vehicle owner's or holder's control inside the vehicle,
- B) under section 42 of the Finnish Motor Liability Insurance Act, when caused:
 - to the vehicle owner, holder, driver or other person carrying out work during loading, unloading or another work performance while the vehicle is stationary,
 - to another vehicle taking part in the work performance or to any property worked on during loading, unloading or another work performance,
 - to the object of the work or to other property by digging

will be covered in accordance with the exclusions and the sums insured stated in the other sections of this policy wording.

2.10 Holding of a property

This insurance will not cover loss, damage or injury for which the insured has liability in the capacity of owner or holder of a property, unless the insured activity stated in the policy document is property ownership or letting.

However, cover applies to loss, damage or injury resulting from ownership or holding of a property of which most is in the insured's use.

2.11 Moisture and flooding

This insurance does not cover loss or damage caused by moisture, or by flooding that is due to rainwater, melt water, waste water or sewage water.

However, sudden and unexpected loss or damage will be covered when caused by:

- a random and single error or omission; or
- a fault or a defect arising suddenly and unexpectedly in the building or equipment.

Loss or damage is not sudden if caused slowly or due to:

- a delayed, gradual impact;
- a continued act or omission; or
- events that are otherwise recurring.

2.12 Groundwater

This insurance does not cover loss or damage caused by any changes in the water table level.

2.13 Blasting, quarrying and piling

This insurance does not cover loss or damage caused by blasting, quarrying or piling, or by any ground displacement or soil settling resulting from them.

2.14 Watercraft, aircraft and space object

This insurance does not cover loss or damage resulting from ownership, control or use of any aircraft, vessel, space object, or watercraft subject to registration.

2.15 Loss prevention costs for lost keys

Following a lost key, this insurance will cover rekeying costs and other direct costs as loss prevention costs when there is an imminent danger that the unauthorised holder of the key will gain access to premises to which they are not authorised.

2.16 Hot work

This insurance does not cover material loss or property damage caused from fire, soot or explosion in consequence of hot work carried out at a temporary hot work site by anyone who does not hold a hot-work card approved by the Finnish National Rescue Association.

Hot work is any work that causes sparks or uses a flame or some other heat, and that causes a risk of fire. Hot work of this kind includes electric and gas welding, gas soldering, hot air blower work, flame cutting, and metal polishing and cutting with a handheld power cutter.

Roofing and waterproofing hot work includes those types of waterproofing work that use a flame or some other heat, and that cause a risk of fire. These include when you dry the insulation base with a flame or hot air, and when you heat bitumen in a bitumen pot or fix water impermeable products by heating, and any related essential auxiliary work that causes sparks.

3 Deviating deductibles

When calculating the amount of indemnity, instead of the deductible stated in the policy document, we will deduct from the amount of loss the higher of 10% of the amount of loss or €2,000, or a higher amount stated in the policy document, when:

- the loss or damage is due to hot work or roofing and waterproofing hot work carried out by or for the insured or someone comparable to the insured;

- the loss or damage occurs to a cable or a pipe during soil excavation and the positioning of the cables and pipe systems in the work area was not determined before engaging in this work;
- the covered costs arise from loss prevention measures taken following a lost key.

However, the maximum deductible is limited to the higher of €20,000 or the sum stated in the policy document.

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.