

General third party liability insurance VA1

General third party liability insurance consists of

- the insurance policy and any special terms and conditions stated in the policy
- these General third party liability insurance terms and conditions VA1
- the General terms and conditions of liability insurance VY1
- the General terms and conditions for corporate customers YS15.

1 Insured events

1.1 Prerequisites for insured events

The insurance covers bodily injury and property damage caused to another party in the insured activities within the territorial scope of the insurance, providing that

- the insured is liable for damages under the laws applying in the territorial limits of the insurance
- the injury or damage was discovered during the validity of the insurance.

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

The insurance also covers financial loss or costs incurred by the party who suffered bodily injury or property damage, insofar as said loss or costs resulted directly from the injury or damage.

The insurance is valid with the contents that applied when the injury or damage was discovered, and the injury or damage is allocated to the policy period in which it was discovered.

1.2 Financial loss in accordance with the General Data Protection Regulation

If the prerequisites for clause 1.1 are met, the insurance also covers the following types of injury or damage.

The insurance covers pure financial loss incurred by natural persons on the basis of the Personal Data Act or the EU General Data Protection Regulation or legislation issued on the basis of the EU General Data Protection Regulation. The maximum amount of compensation is EUR 100,000 per insurance period.

1.3 Loss or damage incurred as the organiser of an event

If the prerequisites for clause 1.1 are met, the insurance also covers the following types of injury or damage.

Unless the arrangement of events is stated as the insured activities in the policy document, the insurance only covers loss or damage caused to another party when the insured is an event organiser if no separate entrance fee is charged for the event and the event is related to the insured's business or the event is a personnel or marketing event related to the business.

However, the insurance does not cover the following activities:

- Bungee jumping; mountain, rock and ice-climbing; diving
- Speed skiing and downhill racing, freestyle skiing and downhill skiing outside marked slope areas
- Skydiving, hang-gliding, flying and other aviation
- Motor sports
- Hiking trips or expeditions to uninhabited areas abroad, such as hiking trips to deserts, wilderness areas, glaciers, jungle areas or mountains.

2 Exclusions

2.1 Property under care custody or control

The insurance does not cover damage to property that, at the time of the act or negligence

leading to the damage, was in the insured's possession, subject to work or processing, under care or subject to a duty of protection or damage prevention.

Unless the coverage of General third party liability insurance has been extended by taking out separate liability insurance for property under care, custody or control VA9, the insurance covers sudden and unforeseen loss or damage to items of property which belong to another party, which are in the insured's possession, subject to work, processing or care, or covered by a duty of protection or damage prevention up to EUR 10,000 per insured event.

However, the insurance does not cover damage to

- Machines, equipment or means of transport? required for the insured's business
- Goods being forwarded, stored or transported
- Motor vehicles or motorised work machinery being repaired or serviced
- Aeroplanes or other aircraft or associated equipment.

2.2 Property under processing or care

Clause 2.2 in previous versions of the insurance terms and conditions has been incorporated into clause 2.1.

2.3 Consulting and planning activities

The insurance does not cover loss or damage caused in professional consulting, IT consulting, advisory, supervision, inspection or planning activities.

2.4 Contractual liability

The insurance does not cover loss or damage insofar as the liability for compensation is based on an agreement, guarantee or other commitment made by the insured where no such liability would have arisen in the absence of the commitment.

The insurance does not cover loss or damage resulting from partial or complete neglect of contractual obligations.

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

2.5 Pure financial loss

The insurance does not cover pure financial loss.

2.6 Damage caused to a sold product

The insurance does not cover damage to a product itself sold by the insured.

2.7 Product liability and software

The insurance does not cover damage caused by a product that was handed over to another party.

The insurance does not cover damage caused by software.

2.8 Medical malpractice

The insurance does not cover

- Patient injury as referred to in the Patient Insurance Act or the Patient Injuries Act
- Damage or injury relating to health care and medical treatment outside Finland.

2.9 Motor third party liability

The insurance does not cover damage resulting from the use of a motor vehicle in traffic subject to the Finnish Motor Insurance Act or corresponding foreign legislation in force at the time.

If there is no corresponding foreign legislation, the insurance does not cover damage resulting from the use of a motor vehicle, motor-driven equipment or power tool in traffic.

However, the insurance covers loss or damage that is caused in Finland and that is not covered by motor liability insurance on the basis of section 40, subsection 2 of the Motor Insurance Act if damage has been caused to property that was not in a vehicle and was not in

the possession of the owner or possessor of the vehicle.

The insurance also covers traffic accidents that are not covered on the basis of section 42 of the Motor Insurance Act if damage has been caused during loading or unloading or other work performance

- To the owner or driver of the vehicle or a person performing work if the vehicle was stationary
- To another vehicle involved in a work performance or property subject to a work performance, but not property for loading, unloading or lifting.

2.10 Liability as an owner or possessor of real estate

The insurance does not cover loss or damage for which the insured is liable in the capacity of owner or possessor of real estate unless the insured activities activity stated in the insurance policy is ownership or rental of real estate.

However, the insurance covers damage resulting from the ownership or possession of real estate, when most of the said real estate is in the use of the insured.

2.11 Dampness and flooding

The insurance does not cover damage resulting from dampness or from flooding caused by rain, thaw water, waste water or sewage water.

However, the insurance covers sudden and unforeseen loss or damage resulting from an inadvertent and individual error or a sudden and unforeseen fault or deficiency in a building or device.

A further condition is that the loss or damage occurred suddenly, unexpectedly and quickly and was not the result of a slow, gradual effect or continued act or negligence or other type of recurring event.

2.12 Groundwater

The insurance does not cover damage caused by changes in groundwater level.

2.13 Blasting, quarrying and pile driving

The insurance does not cover loss or damage caused by blasting, quarrying or pile driving or the consequential land movement displacement or subsidence of land caused by such work.

2.14 Watercraft, aircraft and space object

The insurance does not cover loss or damage arising from the ownership, possession or use of watercraft subject to registration or aircraft or space objects.

2.15 Costs of preventing damage when a key is lost

The insurance covers the costs of rekeying and other direct costs incurred in preventing damage as a consequence of the loss of keys when there is an impending danger of a person who is in unauthorised possession of the keys gaining unauthorised access to premises.

2.16 Hot work

The insurance does not cover property damage that is due to fire, soot or explosions and that is the consequence of hot work conducted at a temporary hot work location by a person who does not hold a hot work permit approved by the Finnish National Rescue Association.

Hot work involves spark-producing work and work where flames or other heat sources are used, causing a fire hazard. This hot work involves, for example, electric and gas welding, gas soldering, hot air blower work, flame cutting and metal polishing and cutting with a handheld power cutter.

Roof insulation and waterproofing hot work is waterproofing work where flames or other heat sources are used, causing a fire hazard. Roof and waterproofing hot work includes drying the base to be insulated with a flame or hot air, heating bitumen in a bitumen pot and attaching water insulation by heating, as well as any necessary auxiliary work which produces sparks.

3 Exceptions to deductibles

When the amount of compensation is calculated, 10% of the amount of damage – or EUR 2,000 at a minimum – is subtracted from the amount of damage instead of the deductible stated in the policy document or an amount higher than this if stated in the policy document in the event that

- The loss or damage is caused by hot work or roofing or waterproofing hot work performed or commissioned by the insured or similar party

- The loss or damage was caused to a cable or pipe during excavation, and the work area was not surveyed to identify the locations of cables and pipes before work began
- The covered costs were incurred in taking action to prevent damage as a consequence of the loss of keys.

The maximum deductible is EUR 20,000 or a higher sum if specified in the policy document.

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