

Pure financial loss cover VA30

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1 Insuring clause

Pure financial loss cover insurance covers pure financial loss caused to another party in the insured activity, when

- the insured is legally liable for the damage;
- the loss or damage was discovered during the insurance period and LocalTapiola was notified about it within 12 months of the termination of the insurance; and
- the claim is handled within the territorial scope of the insurance in accordance with existing 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 financial loss cover insurance that immediately preceded this insurance; and
- the loss is not covered by the preceding insurance, because the loss was discovered 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 loss caused by an execution assistant in the insured activity, 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, obligated the execution assistant to take out and maintain financial loss cover that covers his part and, after the loss or damage has occurred, has seen to it that LocalTapiola's right of recourse against the party who caused the loss or damage remains.

Pure financial loss cover insurance 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 of the Pure financial loss cover and in any special clauses.

Pure financial loss is defined in the Common terms and conditions of liability insurance VY1.

2 Exclusions

2.1 Contractual liability

The insurance shall not cover liability which 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.

2.2 Bodily injury and property damage

The insurance shall not cover bodily injury or property damage. Property damage is also deemed to include the destruction of, damage to or loss of cash, securities, unused postage stamps, coupons, bills of exchange, cheques and similar certificates of claim.

2.3 Payment in cash and acceptance of cash

The insurance shall not cover loss caused by miscalculation or similar when paying in cash or accepting cash.

2.4 Absence of insurance or neglecting to take out insurance

The insurance shall not cover loss resulting from failure to take out or maintain necessary or sufficient insurance cover.

2.5 Commission fee or expenses

The insurance shall not cover damage or costs relating to a commission fee.

2.6 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.

2.7 Loss and damage relating to employment or public service relationship

The insurance shall not cover loss or damage that resulted from violation or alleged violation of an employment contract, a collective or public-service collective agreement, the Contracts of Employment Act or the Equality Act.

2.8 Intellectual property rights and trade secrets

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

2.9 Management consulting

The insurance shall not cover loss caused by management consulting.

2.10 Membership of a Board of Directors

The insurance shall not cover loss or damage that is based on membership of a Board of Directors, a Supervisory Board or other similar body or loss or damage that is based on acting as a managing director or holding other similar managerial positions.

2.11 Restructuring or adjustment of debts

The insurance shall not cover damage that is based on the Restructuring of Enterprises Act or the Act on the Adjustment of the Debts of a Private Individual or acting as an administrator as referred to in these acts.

2.12 Delay and cancellation of contract

The insurance shall not cover damage caused by a delay or cancellation of contract.

2.13 Insolvency of the insured

The insurance shall not cover damage resulting from the bankruptcy or other insolvency of the insured.

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.