

# Product liability insurance VA90

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Product liability insurance consists of

- the insurance policy and any special terms and conditions stated in the policy
- these product terms and conditions VA90
- The Common terms and conditions for liability insurances VY1
- The General terms and conditions for corporate customers YS15

## 1 Insured events

The insurance covers bodily injury and property damage caused by an insured product to another party if

- the insured is legally liable for damage under the laws applying within the territorial scope 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 scope of the insurance.

The insured product is a material, tangible object that the insured has launched onto the market as part of insured's business activities and which is specified as a product or product group in the insurance policy.

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 injury or damage covered by this insurance.

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.

## 2 Exclusions

### 2.1 Products not covered by the insurance

The insurance does not cover injury or damage caused by

- pharmaceuticals or ingredients of pharmaceuticals
- healthcare devices or medical devices
- implants in the body, except dental implants and contact lenses
- human blood, cells or other fluids or products made from human blood, cells or other fluids
- herbal medicines
- sailing or motor-powered watercraft or vessels with a power output of more than 15 kW or a length of more than 5.5 metres
- aircraft or a product related to aircraft maintenance or aviation
- a space object or a device intended to be used in space.

### 2.2 Used goods

The insurance does not cover damage caused by a product which has been launched onto the market as a used product

### 2.3 Loss or damage caused to the product

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

### 2.4 Repair or replacement of a product

The insurance does not cover loss or damage caused by a defect in an insured product if the loss or damage could have been prevented by repairing or replacing the product.

### 2.5 Complaints and product recall

The insurance does not cover the costs arising from a product recall, such as complaints, returns, repairs, replacements, dismantlings, re-installations, disposal or withdrawal of the product from the market.

## **2.6 Promised effect and performance**

The absence of the promised effect, performance or other functionality of the product is not considered to be a covered loss.

## **2.7 Knowledge of error**

The insurance does not cover loss or costs if the insured was or should have been aware of a product defect, inadequate safety or other grounds for liability when the insurance entered into force or before the product was launched or distribution began.

## **2.8 Negligence of inspections and product approval**

The insurance does not cover loss or damage resulting from failure to subject the product to the necessary inspections or tests that are customary in the relevant field of business.

The insurance does not cover damage caused by a product that has not been approved for

market launch in accordance with the approval procedure specified by the authorities.

## **2.9 Contractual liability**

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

## **2.10 Financial loss**

The insurance does not cover pure financial loss.

## **2.11 Statutory insurance**

The insurance does not cover loss or damage insofar as it is covered on the basis of the Motor Liability Insurance Act, Workers' Compensation Act or Patient Insurance Act (known as the Patient Injuries Act until 1 January 2021) or corresponding foreign legislation or insurance.

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