

Liability insurance for IT operations VA48

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1 Insuring clause

Liability insurance for IT operations covers bodily injury, property damage and 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 liability 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.

Liability insurance cover for IT operations 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 and any special clauses.

2 Exclusions

2.1 Indirect loss

The insurance shall not cover consequential or indirect loss and damage, such as

- loss or damage caused by reduced or interrupted production or net sales or other loss of income;
- income not obtained because a contract with a third party has expired or has not been correctly fulfilled;
- any other similar loss or damage that is difficult to predict.

2.2 Property in use and property in trust

The insurance shall not cover damage to property that, at the time of the act or negligence leading to the damage, was in the possession of, on loan to, or otherwise in the use of the insured to the insured's benefit.

2.3 Property under care, custody and control

The insurance shall not cover damage to property that, at the time of the act or negligence leading to the damage, was with the insured or another party acting on the insured's behalf

- under manufacture, installation, repair, storage or transport;
- subject to protection or damage prevention liability, given the nature and direct effects of the insured work; or
- being otherwise handled by or under the care of the insured.

2.4 Medical malpractice and pharmaceutical injury

The insurance shall not cover

- patient injury as defined in the Patient Injuries Act;
- damage or injury relating to health care and medical treatment outside Finland;
- damage or injury related to a medicine or drug.

2.5 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.

2.6 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.

2.7 Commission fee or expenses

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

2.8 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.

2.9 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.

2.10 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.

2.11 Management consulting

The insurance shall not cover loss caused by management consulting.

2.12 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.

2.13 Preparing for an assignment, delay and cancellation of contract

The insurance shall not cover damage caused by

- the insured not assigning enough resources to the work in terms of competence, personnel or technology;
- a delay or cancellation of contract.

2.14 Financial estimates

The insurance shall not cover loss or damage resulting from inaccurate research, calculation, measurements, plan or other similar factors intended as a basis for financial estimates.

2.15 Insolvency of the insured

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

2.16 Malware

The insurance shall not cover loss resulting from a computer virus or other malware.

2.17 Prevention of unauthorised use

The insurance shall not cover loss or damage resulting from negligence to install or design software that prevents unauthorised use (such as a firewall).

2.18 Neglected inspections

The insurance shall not cover loss or damage resulting from negligence or deficiency of inspections, tests or analyses that are customary in the field of business.

2.19 Financing and banking business

The insurance shall not cover loss or damage relating to financing, investment or banking business.

2.20 Negligence of maintenance or overhaul and installation and building of an operating environment

The insurance shall not cover loss or damage resulting from negligence of maintenance or overhaul or back-up of computer or data communications equipment, equipment relating to their operating environment (such as cooling and power supply equipment) or software.

2.21 Product liability

The insurance shall not cover loss resulting from other than a software product.

2.22 Damage caused to a software product

The insurance shall not cover damage caused to a software product sold by the insured.

2.23 Complaints and product recall

The insurance shall not cover costs resulting from complaints concerning the product or service, returning, repairing, replacing or disposing of the product or service or withdrawing it from the market.

2.24 Aviation

The insurance shall not cover loss or damage associated with air operation or aviation.

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.

