

General third party liability insurance VA1

1 Insuring clause

General third party liability insurance covers bodily injury and property damage caused to another party in the insured activity within the territorial scope of the insurance, providing that

- the insured is legally liable for the damage;
- the damage was discovered during the insurance period; and
- the claim is handled within the territorial scope of the insurance in accordance with existing law in the countries belonging to the territory.

Under the conditions mentioned above, the General third party liability insurance covers pure financial loss of a natural person in accordance with the Personal Data Act, EU data protection regulation or legislation issued based on the EU data protection regulation. The maximum compensation is EUR 100,000 in total per insurance period.

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.

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 result directly from the injury or damage.

General third party liability insurance cover is limited by the sum insured, the deductible and the common exclusions laid out in section 4 of the Common terms and conditions of liability insurance VY1, as well as the exclusions of the General third party liability insurance set out below in section 2 and any special clauses.

2 Exclusions

2.1 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.

However, the insurance covers property damage to the customer's clothes and other personal property being stored by the insured. The maximum amount of compensation is EUR 5,000 for the extension for the entire insurance period. This extension shall not apply to property that is intended to be used or subjected to work by the insured, nor to storage or warehousing business.

2.2 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;
- being otherwise handled by or under the care of the insured.

2.3 Advice or consulting activities

The insurance shall not cover damage that was caused by guidelines, instructions, supervision, inspection, research or measurement result, calculation, drawing, specification, plan or other consultancy given or drafted by the insured.

2.4 Contractual liability

The insurance shall not cover liability which has been assumed by the insured by any agreement, warranty, or other obligation unless such liability would have attached in the absence of such agreement, warranty or commitment.

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

The insurance shall not cover damage caused by the insured's subcontractor or other contracting party.

2.5 Pure financial loss

The insurance shall not cover pure financial loss. Pure financial loss is defined in the Common terms and conditions of liability insurance VY1.

2.6 Damage caused to a sold product

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

2.7 Product liability

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

2.8 Medical malpractice

The insurance shall **not** cover

- patient injury stipulated in the Patient Injuries Act
- damage or injury relating to health care and medical treatment outside Finland.

2.9 Motor third party liability

The insurance shall not cover damage resulting from the use of a motor vehicle in traffic subject to the Motor Insurance Act in force at the given time or any corresponding foreign act.

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

However, the insurance covers in Finland bodily injury and property damage caused to another party during loading, unloading or other work insofar as it is not covered by motor third party liability insurance under section 40 subsection 2 or section 42 of the Motor Insurance Act. However, property being loaded or unloaded is not covered. The deductible in damage coverable under this section is EUR 2,000 or a higher amount if specified in the insurance policy.

2.10 Liability as an owner or a tenant of a real estate

The insurance shall not cover damage for which the insured is liable in his/her capacity as the owner or holder of real property, unless the insured activity as specified in the insurance policy is the ownership or rental of real property.

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

2.11 Dampness and flooding

The insurance shall not cover damage resulting from dampness or from flooding caused by rain, meltwater, sewage or drainage water.

However, the insurance covers sudden and unexpected damage incurred in Europe

- which was caused by an individual and single mistake or act of negligence for which the insured is responsible, or by a defect or deficiency that suddenly and unexpectedly occurred in a building, plant or device for a reason that makes the insured liable for damage; and
- which was detected within fourteen (14) days and reported to LocalTapiola within sixty (60) days of the commencement of the dampness or flooding.

The reason for damage cannot be considered sudden or unexpected when it is based on, for example

- slow or gradual effect,
- continued act of negligence or
- otherwise recurring events.

2.12 Groundwater

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

2.13 Blasting and pile driving

The insurance shall not cover damage caused by blasting, quarrying, pile driving or any consequential land movement caused by such work.

2.14 Watercraft or aircraft

The insurance shall not cover damage resulting from the ownership or possession or use of an aircraft or watercraft or vessel under the Water Traffic Vehicle Register Act or the Register of Ships Act.

3 Exceptions to deductibles

3.1 Hot work

If the damage is caused by hot work performed or ordered by the insured or similar, the deductible in property damage is 10% of the amount of damage, and always the minimum deductible of EUR 2,000, or more if specified in the insurance policy. The maximum deductible is EUR 20,000 or a higher sum if specified in the policy.

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

Roof insulation and water-proofing hot work include hot work related to roof insulation and water-proofing. It involves, for example, drying the base to be insulated with a flame or hot air, heating bitumen in a bitumen pot, attaching water-proofing by heating, and spark-producing work.

3.2 Roof work

If the damage is caused by roof work performed or ordered by the insured or similar, the deductible in property damage is 10% of the amount of damage, but always the minimum deductible of EUR 2,000. The maximum deductible is EUR 20,000 or a higher sum if specified in the policy.

In this clause, roof work refers to work performed on the roof of a building or construction that may cause damage to the construction site or property located within its immediate range. Such work can include the installation, repair and maintenance of structures, coatings and equipment of roofs in buildings.

3.3 Excavation work

Before starting the work, the insured must acquire a clarification of the locations of cables and pipes in the work area from the party in possession of them and observe their location during the work. Cables and pipes in the work area must be checked on site, using maps and appropriate positioning devices.

If the damage involves a cable or pipe that is embedded in the ground, the insurance company requires written documentation from the cable or pipe owner verifying that an on-site check was performed before the work began.

Deductible in cable and pipe damage:

- If the above-mentioned certificate is not provided to the insurance company in connection with cable or pipe damage, the deductible is 25% of the amount of damage, and always the minimum of EUR 2,000, or a higher sum if specified in the insurance policy.
- If the above-mentioned certificate is given to the insurance company in connection with cable or pipe damage, the deductible is 10% of the amount of damage and always the minimum of EUR 2,000, or a higher sum if specified in the insurance policy.

3.4 Losing a key

If the damage occurred because a key was lost, the deductible is 10% of the amount of damage, and always a minimum of EUR 2,000, or a higher deductible if specified in the insurance policy.

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