

Liability Cover for Property Handled by or in the Care of the Policyholder



Product guide
Valid as of 1 January 2023

This product guide provides a general outline of what the insurance for property handled by or in the care of the policyholder covers and what are the main exclusion clauses.

Please also read the insurance terms and conditions because they define the content of the insurance. The following terms and conditions apply to this policy

- Special clause for property handled by or in the care of the policyholder 321 (VA 04)
- Cargo handling insurance (AKN 05)
- General Terms of Contract YL

The general liability insurance may also involve industry-specific or customer-specific special terms and conditions.

What is covered by the liability insurance for property handled by or in the care of the policyholder?

Liability insurance cover for property handled by or in the care of the policyholder 321 (VA 04) expands the coverage for Commercial General Liability Insurance and Global Liability Insurance taken out from us.

Commercial General Liability Insurance and Global Liability Insurance cover losses to third parties for which your company is liable. However, these do not compensate losses to property held or handled by or in the care of the policyholder (that is, the work target) or to property that must be protected or prevented from being damaged. This property can be insured with liability cover 321 (VA 04).

Liability cover 321 (VA 04) does not expand or change in other respects the insurance terms and conditions of Commercial General Liability Insurance or Global Liability Insurance.

What kind of property damage does the liability insurance cover?

You cannot generalise the following examples, because each insurance event's circumstances affect the claim settlement decision.

Example

A policyholder who is a transport entrepreneur was loading goods in the warehouse of its customer company. In order to get goods from the loading dock the policyholder had to borrow the customer's forklift. The policyholder accidentally collided with the concrete loading dock and damaged the forklift. We reimbursed the forklift repair costs from liability cover 321 (VA 04).

Example

A policyholder was washing the façade of a block of flats with a pressure washer. The windows had not been properly protected, and some of the windows were damaged. In addition to this, water got into the flats, damaging the residents' property and homes. We compensated losses to the homes and the residents' movable property under Business Liability Insurance. Damage to the windows was compensated under liability cover 321 (VA 04). Although we paid compensation from two policies, we only charged one deductible. Because the deductibles were not equal, we charged the higher deductible, which was the one for liability cover 321 (VA 04).

Example

A policyholder was performing annual maintenance on the ski lift of a ski resort. The cage of a passenger hoist hit the ski lift cable, damaging the cable. We reimbursed the costs for repairing the cable under liability cover 321 (VA 04).

Example

A policyholder was pressurising the pipes during renovation. When testing the water pressure, water got into the condenser connected to the pipes. Although the condenser was emptied, some water remained in them and they froze in the winter. We reimbursed the condenser costs from liability cover 321 (VA 04).

Example

A policyholder was maintaining a main distribution board. The ground wire was left loose, causing a short circuit that damaged the entire distribution board. We compensated the loss from liability cover 321 (VA 04).

We will determine your company's liability

In cases of losses which are covered by the policy and which exceed the deductible, we will find out whether your company is liable to pay indemnity. When the loss is coverable under liability insurance for property handled by the policyholder and the policyholder is liable for the loss, we will pay for the compensation less the value added tax and deductible to the injured party. If, however, your company is found not liable for damages, we will defend your company against the claimant in court if necessary. Any investigation and legal defence expenses are also covered.

What kind of losses does the liability insurance not cover?

Liability cover for property handled by and in the care of the policyholder does not compensate everything your company may end up being liable for, although it does expand the coverage of Commercial General Liability Insurance and Global Liability Insurance. So please read the terms and conditions and the following examples.

Liability cover 321 (VA 04) does not compensate damage to property stored or hoisted by the policyholder. If the insured party is a lifting service provider or road traffic cargo operator and the extension to cover lifting operations is listed in the policy document, damage to property in lifting operations is

also covered by the insurance in accordance with the terms and conditions of the Cargo handling insurance (AKN 05).

By stored property we mean third-party property in your company's possession in your storage or otherwise kept by your company. It is insignificant with respect to the exclusion clause whether the storage had been paid for or not, nor how long the property was stored by the insured party.

Hoisted property refers to such property that is typically hoisted by companies engaged in such business by means of a variety of cranes, including truck cranes, mobile cranes, and lorries equipped with loading cranes.

Ask your contact person whether

- third-party property kept in your company could be included under your company's property insurance policy

Example

A cargo company employee was requested by the building site manager to lift hollow-core slabs. The straps failed, and the slab fell down and was damaged. The policyholder was a road transport operator, and the extension covering lifting operations was listed in the policy document. We compensated the loss from liability cover 321 (VA 04) expanded with Cargo handling insurance.

Under liability cover 321 (VA04), we do not compensate any losses to property the policyholder has rented or other property comparable to the policyholder's movable property.

Example

An engineering workshop operated from a rented property. A fire broke out during assembly work, damaging not only their own property but also the rented premises. We handled the damage to the workshop's own property under the workshop's property insurance. We did not compensate the damage caused by the fire to the rented property under liability cover 321 (VA 04), because the premises were rented property.

Example

A building management company needed a sweeping machine, and bought one on a finance lease deal. An employee drove the machine carelessly, damaging it. Since the loss concerned property comparable to movable property, we did not cover losses to the sweeping machine under liability cover 321 (VA 04).

Property comparable to movable property refers to, for example, tools, equipment, production machinery and rental promises needed for the policyholder's work performance. It is insignificant with respect to the exclusion clause whether the movable property had been paid for or not or obtained under lease financing or ownership retention provision.

It is worth discussing with the owner of rented property how such property is insured. You can also enquire from your contact person whether property rented or used by your company could be included under your company's property insurance.

No compensation is paid under liability cover 321 (VA 04) if compensation liability is based on forwarding, warehousing or transport operations or the Road Transport Agreement Act, similar foreign acts, the CMR Convention or another Finnish or foreign act, regulation or agreement related to a mode of transport, or the forwarder's liability in accordance with the General Conditions of the Nordic Association of Freight Forwarders.

Example

A policyholder was loading its customer's goods into a ship. Some goods fell off the fork of a fork lift and were damaged. We did not compensate these goods under liability cover 321 (VA 04) because it was a case of indemnification liability based on cargo handling.

Ask your contact person how cargo, forwarding or warehouse risks could be insured with road transport, forwarding, terminal or stevedoring insurance.

Losses caused by the insured parties to each other will not be compensated under liability cover 321 (VA 04).

If the insurance has been taken out for more than one company, no loss caused by any of these companies to each other will be compensated on the basis of liability cover concerning property being handled.

Example

The insurance was taken out for the policyholder and its subsidiary. An employee of the subsidiary came to maintain the policyholder's printing machine, which was damaged during the maintenance. Since the loss concerned property insured under the same policy, we do not cover the damage to the printing machine under liability cover 321(VA 04).

Territorial validity, maximum indemnity and deductible

The territorial scope, maximum indemnity and deductible of liability cover 321 (VA 04) has been entered in the policy document. In cases of loss or damage to the cargo being hoisted, the insured party's deductible accounts for 10% of the loss amount, but no less than EUR 1,000, and no more than EUR 20,000 or a greater amount of deductible specified in the insurance policy. You must pay the deductible yourselves to the injured party.

The maximum indemnity refers to the amount that can be paid out during one insurance period. This includes the costs of preventing any imminent losses, and also investigation, negotiation, interest and legal expenses.

The sum insured of liability cover 321 (VA 04) is not part of the Commercial General Liability Insurance or Global Liability Insurance sum insured unless otherwise stated in the policy document.

Factors affecting the premium

The insurance premium of liability cover 321 (VA 04) is affected by what your company engages in, the payroll amount, and net sales. The premium is also affected by the chosen sum insured and deductible. Other factors, such as any quality assurance system, may affect the premium level in individual cases.

Personal data processing

Pohjola Insurance processes customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. The customer is advised to read the indicated privacy information. The Privacy Statement and the Privacy Notice are available at op.fi and at Pohjola Insurance Customer Service outlets.

Insurance sales commissions

The insurance company pays a commission that is either a percentage of the insurance premium or a fixed fee based on the number of policies sold. The commission and its amount are affected by the insurance product and sales channel. The commission is paid to the agent or insurance company employee.



Our services

Manage your insurance policies at op.fi

Log into op.fi using the user identifiers for your own bank.

Once logged in, you can

- Report a loss and file claims
- make changes to your company's policies
- order a Green Card
- print out certificates of insurance

Pohjola Claim Help at your service 24/7

Pohjola Claim Help gives you clear instructions for all types of losses and damages. In case of loss or damage, Claim Help has the contact details of doctors, repair shops and our other partners.

Pohjola Claim Help is available at vahinkoapu.pohjola.fi/en and the OP Business mobile app.

Our telephone service

A-Insurance services for commercial transport

- Insurance and Claims Settlement 0304 0506*

Pohjola Insurance

- Insurance and Claims Settlement 0303 0303*

Telephone service for statutory insurance

- Motor liability insurance and claims and workers' compensation insurance and claims 0100 5335**

* From mobile phones and landline networks in Finland, EUR 0.0835 per call plus EUR 0.12 per minute.

The price is inclusive of VAT.

** The charge for normal local calls (local network rate) or domestic mobile call charge (mobile network rate) as specified in your telephone service provider's price list

We record customer calls to assure the quality of customer service and for other reasons.

Advice on claims and insurance policies

Our insurance and claims advisors provide personal assistance in our telephone service. You can also file a complaint or appeal an insurance or claim settlement decision with our customer ombudsman. For more information on filing an appeal, visit op.fi/filing-a-complaint.

For independent advice, contact the Finnish Financial Ombudsman Bureau (FINE), tel. +358 9 6850120, www.fine.fi/en

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