



Special Corporate Insurance

YH 15

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SPECIAL CORPORATE INSURANCE

Structure of insurance

The insurance includes property (ES), business interruption (KE), general liability (VA) and legal expenses insurance (OI) and the General Terms of Contract (YL). If it has been separately agreed and the appropriate entry has been made in the policy document, the insurance may also include financial loss cover (VV), crime insurance (RI), cover for business interruption caused by an employee (TK), cargo insurance (KU), road transport liability insurance (AKR), Freight forwarder's liability insurance and storage insurance and Cargo handling insurance (AKN).

The special clauses referred to in the policy document are applied to the additional covers.

ES PROPERTY INSURANCE

ES 1 Purpose of insurance

In accordance with these terms and conditions and the General Terms of Contract (YL), Pohjola Insurance Ltd or A-Insurance Ltd (hereinafter the Insurance Company) undertakes to cover material damage caused to the object of insurance and other expenses mentioned separately in the terms and conditions.

ES 2 Object of insurance

2.1 Object of insurance

The object of insurance is the following property falling in the sphere of the policyholder's business operations specified in the insurance policy:

- the policyholder's moveable property such as inventories and fixed assets
- loaned or rented movable property which the policyholder is using for his business, and
- property owned by customers that is related to the policyholder's business.

2.2 Extensions and restrictions

2.2.1 Money and securities

Money and securities are covered by the insurance up to the following maximums per loss. Unused postage stamps, coupons, bills of exchange, cheques, lottery tickets and other similar certificates of claim are also regarded as money and securities. Money and securities are only insured in Finland.

The maximum indemnity amounts are

- the equivalent of the last two business days' cash income preceding a robbery. If this period also includes Sunday opening hours, the maximum compensation is equivalent to the last three business days' cash income
- EUR 40,000 in case of robbery when one company employee is in charge of transportation, and EUR 80,000 if two employees are jointly in charge of transportation
- Money and securities are also covered by the insurance also in case of a robbery of or burglary into a container of a bank, security business or money transport company. The prerequisite for compensation is that the money is not at the responsibility of the bank.
- Coverage includes losses caused by the loss of credit and bank card sales documents as a result of a coverable fire or crime. Compensation is paid for a period of 24 hours for up to EUR 10,000. The prerequisite for compensation is that both paper receipts and electronic files have been lost.
- when storing property in a locked Euro Grade safe or vault marked with points for its protective value to an amount equivalent to the cash income of the two preceding business days. If this period also includes Sunday opening hours, the maximum compensation is equivalent to the last three business days' cash income
- when keeping money in a cash handling machine, the maximum compensation is the equivalent of the preceding two business days' cash income. If this period also includes Sunday opening hours, the maximum compensation is equivalent to the last three business days' cash income. The cash handling machine must be placed in a separate room/space conforming with Safety regulations for break-in protection 3 (S853).

- EUR 20,000 when storing property in a locked EURO I -Grade safe or vault weighing at least 400 kg
- EUR 2,000 if property kept in a locked fireproof cabinet or safe or other separate, closed place that provides protection.

Contrary to the above restrictions, cash up to EUR 1,000 carried on policyholder's employee within Europe is also insured in case of robbery, less the deductible entered in the insurance policy.

2.2.2 Motorised machines

The insurance does not cover:

- trailers
- motorised vehicles that must be insured with motor liability insurance
- working machines subject to registration or that otherwise must be separately insured
- towed equipment
- aircraft
- unmanned aircraft, radio-controlled planes or other radio-controlled aircraft
- vessels subject to registration
- jet ski
- boats subject to registration.

Contrary to the above restrictions, coverage is provided to

- garden tractors, mopeds, quad bikes, snowmobiles, motor boats, trailers, jet skis, lightweight electronic vehicles exempted from registration and obligation to take out motor insurance and towed equipment included in the policyholder's inventories excluding situations in which they are being transported or used for their purpose using their own motors and
- lightweight electronic vehicles exempted from registration and obligation to take out motor insurance, forklift trucks and lawn mowers which do not have to be registered that are included in the policyholder's inventories and used in the place of insurance for other property damage than breakages caused by use.

2.2.3 Structures, fittings and machinery permanently fixed in a building

The insurance does not cover buildings and real estate.

Contrary to the restrictions above, the insurance covers the following items which are permanently fixed in a building located in the place of insurance, which the policyholder is in possession of and which serve the sole purpose of the policyholder's business operations specified in the insurance policy:

- structures, fittings and surface coverings and
- machinery and equipment and structures, wiring and piping connected to them.
- The property specified above in this section, including installation and clearance work and removal expenses, is covered by the insurance for up to the amount entered in the policy document insofar as it is not insured under another insurance for the same loss.

2.2.4 System software, application software and files

If software or files in electronic format are lost, the insurance will cover backup recovery costs to a total of up to EUR 10,000.

The insurance will not cover the destruction of software or files in electronic format except in the event that the insured device or data medium has sustained damage that is indemnifiable under these terms and conditions.

2.2.5 Employees property

The insurance also covers such moveable property of an employee in the service of the policyholder as the employee carries during work subject to the same restrictions that apply to property within

the sphere of the policyholder's business operations under section ES 2.2. The employee's property is covered up to EUR 1,000 per employee in Europe, less the deductible entered in the insurance policy.

The insurance does not cover the employee's money, credit cards, cheques or similar instruments of payment or securities.

2.2.6 Advertisements and window tape

The insurance also covers losses to the company's illuminated advertisements, hoardings and window tape for a total of up to EUR 5,000.

2.2.7 Works of art in the place of insurance

The insurance also covers loss of or damage to works of art in the place of insurance for a total of up to EUR 20,000.

2.2.8 Boats, Boat Retailing, Repairing and Maintenance

The insurance covers inventory boats and registered boats and the jollyboat up to 3,5 m in length and its associated equipment. In addition, the insurance covers boat docking dents and covers. The insurance also covers sensors used for the transportation and storage of the insured boat and unregistered storage trailers up to a maximum of EUR 2,000.

2.2.9 The insurance does not cover

- animals
- other property, which is not covered under a merchant agreement, unless separately agreed upon, with an entry made in the insurance policy.
- Devices that violate security, regulations or legislation,
- Special paintings on boats,
- Boat computing equipment files
- Boats left for storage unless the storing is necessary due to repair and maintenance measures of the boat. Maximum amount of compensation per damage is 80 000 EUR, but not exceeding 240 000 EUR per insurance period.

2.3 Secondary nature of insurance

When, on the basis of the above provisions concerning the object of insurance, the insurance may cover property other than that owned by the policyholder, such property is covered by the insurance only if it has not been insured under another insurance for the same loss.

ES 3 Territorial limits

3.1 Place of insurance

The insurance is valid when the property is in the place in Finland specified in the insurance policy unless otherwise stated in the policy document.

3.1.1 Property outdoors

Property kept outdoor is insured against theft only

- if it is necessary to keep it outdoors and it is kept in the place of insurance or its immediate vicinity in a fenced or guarded area or if it is locked with a chain, cable or equivalent.
- if it is a case of fixed assets that cannot be locked or, in order to perform work appropriately, cannot be kept in a locked shelter, and as a result is kept securely so that property cannot be easily detected by outsider, making it subject to theft and vandalism.

3.2 Other places

The insurance is valid in the following situations in Finland, unless otherwise specified in the policy document or below in these terms and conditions, also if the object of insurance is somewhere else than the place of insurance, unless otherwise specified in these terms and conditions.

3.2.1 Inventories or movable property in other than the place of insurance

The insurance is also valid in other than the place of insurance, with the compensation being a maximum of EUR 100,000.

The insurance is valid without the above maximum amount of compensation

- in agricultural and hardware store operations, in a temporary storage place required for inventories concerning the business referred to in the policy.
- with regard to agricultural store business, the insurance is valid for grain producer's storage places concerning grain amounts which the policyholder has bought from an agricultural producer on the condition that the grain is stored for the policyholder in the producer's storage facility.

3.2.2. Equipment, tools and accessories that are being transported or stored elsewhere

The insurance is valid for equipment, tools and accessories that are being transported or stored elsewhere within Europe, with the maximum compensation at EUR 20,000 per loss on the condition that the transportation of the equipment is related to the carrying out of the business operations specified in the insurance policy.

3.2.3 Repair and maintenance

The insurance is valid if the object of insurance is being repaired or maintained within Europe.

3.2.4 Property of employees

An employee's property specified in section ES 2.2.5 is covered by the insurance in connection with work performed outside the place of insurance in Europe.

ES 4 Coverable losses, related restrictions, and special indemnification regulations

4.1 Coverable losses

The insurance covers direct material damage suffered by the object of insurance, and any other expenses specified elsewhere in these terms and conditions if the damage was caused by a sudden and unforeseeable event during the validity of the insurance. Whether an insurance event is unforeseeable or not is subject to an objective assessment, on the basis of the cause of the loss, not on the basis of the consequence of the loss.

4.2 Other coverable loss expenses

4.2.1 Expenses arising from disposal, clearing and destruction

The insurance covers direct expenses of the disposal, clearing away and destruction of the damaged property arising from cleaning, demolition, disposal, clearing and destruction of the coverable place of damage or property and the subsequent surveillance of the area. These expenses are added to the indemnity otherwise payable under the insurance and do not reduce the rest of the indemnity.

4.2.2 Damage to a building in connection with burglary and vandalism

The insurance covers damage to buildings located in the place specified in the insurance policy for up to EUR 10,000 if such damage occurred when the apartment or another space containing property covered by burglary and robbery insurance was broken into by means of breaking structures, windows or locks or by some other violent method, or if property or structures were wilfully damaged, unless it was insured with another insurance policy against the same damage or unless this was transferred to the policy document by an agreement.

4.2.3 Combating impending loss

In addition to direct material damage, the insurance covers, under clause YL 6.2, reasonable expenses arising from mitigating

or preventing a loss occurred or immediately impending and coverable under the insurance.

4.2.4 Damage to soil

As a result of coverable material damage to the object of insurance, the insurance covers the examination, soil remediation or replacement costs and waste transportation and treatment costs arising from damage to the soil on property owned or controlled by the policyholder. The precondition is that the costs were incurred due to measures taken as a result of an imperative official regulation issued no later than within twelve months of the date when the loss was discovered or took place. Expenses are covered for a maximum of EUR 200,000 per loss.

4.2.5 Boat damage

In addition to direct damage to property, the reasonable costs of removing the wreckage of the damaged boat are covered to a maximum of EUR 80,000. The cost of removing the wreckage are covered only if the insured person is legally obliged to remove the wreckage.

Other coverable expenses

In addition to boat repairing costs, the insurance also covers other expenses in the boat retailing, repairing and maintenance:

- transport costs to a workshop approved by the insurance company,
- docking costs during coverable repair,
- rigging costs,
- shipping costs of the boat carrier and
- the cost of return transport to the place of injury or insurance.

4.3 Exclusions

4.3.1 Wear and tear

The insurance does not cover wear and tear, rust, corrosion, deterioration, fungal growth, rotting, material fatigue or any similar gradual damage, or malfunction of the object or any of its parts.

4.3.2 Maintenance costs

The insurance does not cover expenses caused by adjustments and maintenance, preventive or periodic servicing or the elimination of functional disturbances, nor does it cover any parts replaced in connection with such work.

4.3.3 Fabrication flaws and work errors

The insurance does not cover loss caused by a work error, deficient equipment or material, manufacturing flaws, an error in calculations or drawings or by incorrect advice related to raw materials, semi-finished or finished products or customer property being repaired, serviced or handled.

The insurance does not cover expenses caused by the repair of an object or a component that has been made deficiently or from deficient materials, even if the cause of such deficiency is an error in calculations or drawings, or incorrect advice or instructions.

However, the insurance covers sudden and unforeseeable damage caused as a consequence of an error, to other insured property.

4.3.4 Agreements

The insurance does not cover loss or expenses for which the supplier or some other party is responsible on the basis of an agreement, guarantee, service agreement or similar commitment. Loss covered otherwise by the insurance is, however, indemnified to the extent that the policyholder shows that the responsible parties are unable to meet their liability to make good the loss.

If the policyholder him/herself is the maker or seller of the object, the loss is not covered if the maker or seller would be responsible for the loss on the basis of an established guarantee in the business.

4.3.5 Financial crimes

The insurance does not cover loss caused by fraud, embezzlement or any other similar offence.

4.3.6 Property disappearing or being left behind

The insurance does not cover loss or damage caused by property disappearing or being left behind.

4.3.7 Theft

The insurance does not cover theft

- if the exact time, circumstances and place cannot be determined
- if the property is not found to be missing until the next inventory.

This insurance does not cover loss caused by property stolen from a unlocked vehicle, trailer or similar means of transport.

4.3.8 Blasting

The insurance does not cover loss caused by commercial blasting or quarrying. Loss covered otherwise under the insurance is, however, indemnified to the extent that the policyholder shows that the party found to be liable is unable to meet its liability.

4.3.9 Consumables

The insurance does not cover damage caused to consumables used in machinery or equipment, such as fuels and lubricants, other liquids, scoops, cables and rubber tyres, except if the consumables have been damaged in connection with another loss covered under these terms and conditions.

4.3.10 Software and data errors

The insurance does not cover damage to programmable electronic equipment or to its data medium, files or software caused by malfunction of hardware or software, operating error, or by destruction or disappearance of data due to magnetic fields.

4.3.11 Circuit boards and data storage media

The insurance does not cover loss caused by the discontinuance of performance or non-performance of an individual circuit board, data storage medium or an equivalent component, unless the insured can prove that the cause is a sudden and unforeseeable event outside the component.

4.3.12 Groundwater

The insurance does not cover loss caused by changes in the groundwater level.

4.3.13 Flooding

The insurance does not cover loss caused by heavy seas, movement of ice, or flood resulting from a rise in the level of seas, lakes, rivers or other body of water.

4.3.14 Other natural phenomena

The insurance does not cover damage caused by snow and ice or weight of them, freezing, mold or aquatic plants.

4.3.15 Reduction in value

The insurance does not cover any reduction in value or any loss that does not affect the usability of property.

4.3.16 Pests

The insurance does not cover damage caused by insects, lagomorphs (mainly rabbits and hares) or rodents nor their prevention and removal expenses.

However, the insurance covers fire and leak damage caused by the bite of lagomorphs and rodents.

4.3.17 Data system break-ins, malicious software or denial of service attacks

The insurance does not cover equipment malfunction caused by:

- data system break-in, referring to illegal entry into information system

- malicious software, interference with telecommunications or other similar criminal damage affecting software, files or equipment.

4.3.18 Property being handled by or in the care of the policyholder

No compensation is made under the insurance 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.

4.3.19 Restrictions on the Boat Retailing, Repairing and Maintenance

The insurance does not cover damages caused by

- structural, manufacturing, installation or material defects in an object, its devices or equipment,
- solely short circuit to objects electrical equipment or motor,
- explosion in the engine, exhaust pipes or in any other device to the engine or the device itself,
- technical malfunctions in the engine or objects equipment, faulty fuel or malfunctions in the cooling or lubrication system of the engine or equipment,
- abrasion, scratching or other gradual damage to object itself,
- loss in value to an object,
- changes or improvements made in the repairs to an object,
- correction of color tone difference between objects new and old paint,
- difficulties with accessing or obtaining needed spare parts or termination of their production,
- transporting or repairing the object for higher or increased prices,
- rafting and motor boat speed race,
- using an object (jet ski) with its own propulsion,
- incident during renting of an object,
- water, unless it is result of a coverable loss,
- objects unseaworthiness due to its structure, equipment or crew,
- engine or equipment being dropped or dismantled or equipment getting lost in a objects overturn, unless these are result of a coverable loss,
- sinking or overturning of an object, unless it is a result of a coverable loss.

ES 5 Security guidelines

Compliance with safety regulations

Safety regulations are part of the insurance contract. The insured must comply with the safety regulations given in the insurance policy, insurance terms and conditions or other instructions in writing. If the insured fails to comply with safety regulations, either intentionally or through negligence that cannot be considered minor, and the failure to comply with safety regulations has contributed to the damage or the amount of damage, the compensation may be reduced or the claim may be rejected in accordance with the general terms and conditions.

The insured person must follow the rules and regulations concerning the insured property and operations. Buildings, machinery and equipment shall be maintained in a condition which complies with the Building Act, building regulations and occupational safety regulations. The user instructions and maintenance programmes of buildings, machinery and equipment must be followed and any faults and defects fixed without delay.

The separate safety regulations are mentioned in the insurance policy.

ES 6 Appraisal and indemnification regulations

This insurance is a full-value insurance, unless a maximum indemnity has been separately recorded in the insurance policy. The premium is based on the turnover reported to the insurance company. Indemnification is calculated in accordance with the indemnification regulations below on the basis of replacement or current value.

6.1 Scope of indemnity

The insurance covers direct material damage to insured property.

6.2 Assessment of property value and loss amount

6.2.1 Loss amount based on replacement value

The replacement value refers to the amount of money required for acquiring new similar or equivalent property to replace the old one.

The loss amount based on replacement value is calculated by deducting the value of the remaining property (residual value) from the value of the property immediately before the loss. Both values are calculated in accordance with the replacement value.

If the damaged property can be repaired, the resulting repair costs constitute the loss amount. However, the maximum loss amount equals the difference between the replacement value and residual value.

If, however, the value of the property item had by the time of loss decreased to the extent that the current value of the object was less than 50% of the replacement value immediately before the loss, the loss amount is calculated based on the current value (see ES 6.2.2). Each damaged object is appraised separately.

Any age reductions specified in the insurance terms and conditions or the insurance policy are subtracted from the compensation.

6.2.2 Loss amount based on current value

The current value refers to the amount based on the reduced value of property, as a result of age, use, technological obsolescence, decrease in usability or similar reasons, deducted from the replacement value. Any decrease in the property's usability due to changed conditions in the locality in question, such as termination of the business conducted or some other such reason, is also taken into account.

The loss amount based on current value is obtained by deducting the value of the remaining property (residual value) from the current value. Both values are calculated in accordance with the current value.

If the damaged property can be repaired, the resulting repair costs constitute the loss amount. However, the maximum loss amount equals the difference between the current value and residual value.

If the damaged property is not rebuilt or repaired, the amount of loss based on current value cannot exceed the fair value of the property.

Current value must be lower than the asset's replacement value.

Any age reductions specified in the insurance terms and conditions or the insurance policy are subtracted from the compensation.

6.2.3 Loss amount for breakdown of machinery or equipment

The costs will be adjusted with a 10% reduction for each year of use starting from the second year of use.

The counting of the years of use starts as of the beginning of the calendar year following the year when the machinery or equipment was first used.

The reduction is calculated by multiplying the reduction percentage by the number of years of use.

No age reduction will be made if the loss was caused by uncontained fire from outside the machinery or equipment, bolt of lightning, storm, thrombus, downstream, explosion, burglary or robbery. Neither will any age reduction be made if the loss was caused by fluid leak from the fixed pipes of a building or a control device.

6.2.4 Value added tax

Provisions governing value added tax are taken into account when calculating the loss amount. Accordingly, the tax will not be paid if it is tax-deductible by the beneficiary.

Value added tax will not be compensated in case the insured has the right of refund with respect to value added tax.

6.3 Amount of indemnity

The amount of indemnity is the amount of loss less the deductible.

6.3.1 Deductibles

A deductible indicated in the insurance policy or specified in these terms and conditions applies to each loss event.

6.3.1.1 Deductible for hot work

If a fire loss is caused by hot work, the policyholder's deductible is ten times that specified in the insurance policy, but no more than EUR 20,000 or a higher deductible specified in the insurance policy.

Hot work is defined in the safety regulations' section Fire safety.

6.3.1.2 Deductible for leak damage

No deductible will be subtracted if the loss caused by leakage was reduced because the leakage alarm equipment at the place of insurance restricted the extent of the damage.

6.3.1.3 Deductible for means of transport

When storing property in a vehicle or other means of transport, the deductible for losses caused by burglary is 25% of the loss, but no less than EUR 1,000, or a larger deductible entered in the insurance policy, excluding employees' property (ES 2 2.2.5).

6.3.1.4 Deductible in losses to refrigeration devices and refrigerated products

The deductible is EUR 1,500 or a larger deductible entered in the insurance policy. If the refrigeration device is over eight years old, this deductible will be subtracted from the amount of loss concerning the refrigerated goods on the one hand, and another deductible from the amount of loss concerning the breakage of the refrigeration device or part of it on the other.

6.3.1.5 Deductible for the test drive of the lightweight electronic vehicles exempt from registration and motor insurance

The deductible is the amount indicated in the insurance policy, but at least 1 000 EUR.

6.3.2 Underinsurance

The object is underinsured if the turnover reported by the policyholder and recorded in the insurance policy is lower than the actual turnover. In such a case, a portion is paid of the indemnity amount that is proportionate to the portion of the actual turnover represented by the reported turnover.

6.4 Payment of indemnity

Indemnity based on the current value is paid first. The difference between indemnity based on replacement value and current value is paid when the damaged property has been repaired or replaced with similar-quality property for similar use in Finland within two years of the damage.

Only the policyholder or a third party in favour of whom insurance has been taken out has the right to the difference between the indemnities based on the replacement value and current value. This right is not transferable.

6.5 Other provisions concerning indemnity

6.5.1 Indemnity for drawings, etc.

Drawings and documents, as well as patterns and moulds, are indemnified only if similar property is acquired within two years of the loss to replace the damaged property. In case of unfinished manuscripts and translations, indemnity is only paid for those sheets that, owing to the loss, must be rewritten in order to complete the unfinished work.

6.5.2 Alternatives to cash indemnity

The insurance company has the right to have the lost or damaged property built, acquired or repaired instead of cash indemnity.

If, however, the indemnity is paid in cash, the maximum amount of indemnity is determined on the basis of the amount which the company would have paid the seller for the object or the repairer for the repair costs. When assessing the amount of indemnity, all cash, wholesale, special and other discounts to which the insurance company would have been entitled if it had acquired similar property or had the property repaired are taken into account.

6.5.3 Loss investigation costs

The insurance company is only obliged to compensate loss assessments it has requested itself, or other necessary investigations carried out to settle a claim or evaluate the extent of loss. The insurance company is not obliged to compensate other assessments or investigations unless they have been agreed upon in advance with the insurance company.

6.5.4 Mortgageable property

The policyholder will be indemnified for property for which a mortgage can be secured only if he has ascertained that the property has not been mortgaged in security for debt or that the mortgagees have agreed that the policyholder should be indemnified (cf. the Finnish Enterprise Mortgage Act, section 13).

6.5.5 Insurance company's right to redeem damaged property

The owner of insured property retains ownership even if the property is damaged. However, the insurance company has the right to redeem the remaining damaged property or part thereof. The redemption will be indemnified on the same grounds as damage to that object or property item (i.e. in accordance with either replacement value or current value).

6.5.6 Policyholder's obligation to return recovered property

If the policyholder recovers part of the lost property after payment of indemnity, he shall immediately surrender said property to the insurance company or refund the relevant indemnity.

ES 7 Double insurance

In the case of multiple insurance, i.e. the same property is insured under several insurance policies for the same loss, indemnity is calculated in accordance with the Insurance Contracts Act.

KE BUSINESS INTERRUPTION INSURANCE

KE 1 Purpose of insurance

In accordance with these terms and conditions and the General Terms of Contract (YL), Pohjola Insurance Ltd or A-Insurance Ltd (hereinafter the Insurance Company) undertakes to cover financial loss caused to the object of insurance by damage referred to in section KE 4, and other expenses mentioned separately in the terms and conditions.

KE 2 Object of insurance

The object of the insurance is the estimated gross profit of the policyholder's business operations specified in the insurance policy. Estimated gross profit is obtained when the annual net

sales calculated from the beginning of the insurance period (12 months) is subtracted by the variable costs specified in the Accounting Ordinance. If the sum insured is calculated for another period or on other grounds, this must be indicated in the insurance policy.

The premium is based on turnover.

KE 3 2.1 Indemnity period and deductible

3.1 Period of liability

The indemnity period recorded in the insurance policy is the continuous period of time that begins at the end of the waiting period. The insurance covers business interruption during the indemnity period.

3.2 Deductible

No indemnity is paid for the qualifying period specified in the insurance policy and calculated from the beginning of a business interruption loss.

The deductible in case of business interruption caused by official regulation (4.1.4.) is 10% of the loss amount, but always a minimum of EUR 600 (see KE 4.1.3 and KE 5.3.6).

In case of business interruption loss resulting from losses to a vehicle or its accessory, the prerequisite for compensation is that the vehicle is covered by voluntary motor vehicle insurance at the time of loss and that the material damage to the vehicle is indemnifiable under the said insurance. The qualifying period is 14 days in redemption losses and 40 days in other vehicle losses (YH15 KE 4 clause 4.1.1 and KE 3 clause 3.2).

KE 4 Coverable losses and related restrictions

4.1 Coverable losses

4.1.1 Business interruption losses

The insurance covers financial loss caused by interruption of business operations, provided such loss took place in the territorial scope of ES3 and was the direct consequence

- of coverable material damage referred to in section ES 4 and sustained during the insurance period by property covered by property insurance
- of damage during the insurance period to property used by the policyholder for business operations provided it would be a coverable loss event under section ES 4 when sustained by an object of property insurance
- of damage during the insurance period to a vehicle used by the policyholder for business operations provided it would be a coverable loss event under voluntary motor vehicle insurance. The prerequisite for compensation is that the vehicle is covered by voluntary motor vehicle insurance.

4.1.2 Contingency business interruption losses

The insurance indemnifies financial loss caused by business interruption. The loss must be a direct consequence of a loss occurring during the insurance period outside Finland, affecting property used in their business by a supplier of goods or services or a customer who is in direct business relationship with the policyholder. Another prerequisite is that the property was at a permanent place of business of the customer or supplier of goods or services at the time of loss. This loss must be indemnifiable under property insurance clause ES 4.

4.1.3 Business interruption losses caused by epidemic

The insurance covers loss caused by business interruption that is a direct consequence of a mandatory order, pursuant to the Communicable Diseases Act, Animal Diseases Act or Food Act, issued by the Finnish authorities during the insurance period to combat contagious or animal diseases. Such measures caused by

the order must be directly connected with the insured business operations.

The insurance also compensates the premises' disinfection and destruction costs. We also compensate the acquisition of equivalent inventories and fixed assets to replace those that have been ordered to be destroyed, taking into account the clauses in ES 6.2 of Property insurance about the calculation of property value and amount.

The insurance does not cover business interruption caused by epidemic in container transportation business.

4.1.4 Business interruption caused by official regulation

The insurance covers loss caused by a business interruption that is the direct consequence of a regulation by a Finnish authority during the insurance period to close or isolate the business premises in the place of insurance owing to a sudden and unforeseeable threat or danger affecting the personnel or bystanders. Compensation restrictions ES4 apply to any compensation.

KE 5 Indemnification regulations

5.1 Loss amount

The loss amount is the loss of the estimated gross profit (see KE 2).

5.2 Expenses paid to reduce business interruption loss

The coverable loss also includes expediting costs and other additional financially justifiable expenses paid by the policyholder, which have reduced the business interruption loss by at least the same amount during the indemnity period.

5.3 Other regulations for calculating the loss amount

5.3.1 Overinsurance

The object is overinsured if the turnover calculated for the insurance period reported by the policyholder and recorded in the insurance policy is higher than the actual turnover. In such a case, the loss amount is calculated from the actual turnover.

5.3.2 Underinsurance

The object is underinsured if the turnover calculated for the insurance period reported by the policyholder and recorded in the insurance policy is lower than the actual turnover. In such a case, a portion is paid of the loss amount that is proportionate to the portion represented by the reported turnover of the actual turnover.

5.3.3 Termination of business operations

If business operations are discontinued after a loss, the loss amount is the operating profit lost and the paid expenses included in the sum insured for the period it would have taken to resume business operations up to the indemnity period.

5.3.4 Expansion of business operations

Any deductions due to use of part of the indemnity period for development or expansion of business operations, or for other changes, are not taken into account in calculating the reduction in net turnover.

5.3.5 Business interruption caused by other than insured property

If the cause of business interruption loss is material damage sustained by a building or premises, the property of a supplier of goods or services or a customer's property (see KE 4.1.1-4.1.4), the business interruption loss is covered up to the period that repairing the material damage would take using efficient repair methods. This is assessed using the criteria that would be observed if the material damage were to be covered from this insurance.

5.3.6 Indemnity amount

The indemnity amount consists of the loss amount calculated in accordance with the above rules, less

- any amount saved during the indemnity period because there has been no need to pay an expense item included in the estimated gross profit (see clause KE 2) as a result of material damage, or because the item has been reduced, compensated under another policy or otherwise saved,
- the amount by which the operating profit of the policyholder, a company in the same Group or someone else acting for the policyholder increased during the indemnity period owing to the loss, and
- any estimated gross profit included in an indemnity received for material damage.

5.3.7 Restrictions concerning indemnity amount

Business interruption loss sustained through dependence (see clause KE 4.1.2) is indemnified up to a maximum total of 20% of the 12-month estimated gross profit calculated from the beginning of the insurance period.

A loss period caused by business interruption owing to an epidemic includes the validity period of the order and a maximum time of two weeks for resuming operations. If a separate euro-denominated maximum indemnity has been specified in the policy, the aforementioned two-week maximum will not apply.

Compensation for business interruption caused by a bomb threat during the indemnity period is calculated for the loss period, which amounts to the validity period of the official regulation, yet no more than 2 days.

5.3.8 Extension of indemnity amount

The maximum amount of business interruption compensation for a single insurance period is the total of estimated gross profit for 12 months from the beginning of the insurance period, increased by 50%.

KE 6 Other provisions

In the event of loss, the policyholder must promptly report to the insurance company and take measures to mitigate any resulting business interruption loss. Any expenses incurred by the policyholder owing to such measures will be indemnified in accordance with the principles applicable to business interruption loss.

The insurance company is discharged from any liability if the policyholder's accounting has not been performed as required by the Finnish Accounting Act and Ordinance.

VA GENERAL LIABILITY INSURANCE

VA 1 Purpose of insurance

On the basis of these terms and conditions and the General Terms of Contract (YL), Pohjola Insurance Ltd or A-Insurance Ltd (hereafter 'the insurance company') undertakes to

- cover the losses referred to in sections VA 3 and VA 4 and other expenses specified separately in the terms and conditions
- investigate the grounds for and amount of damages,
- negotiate with the claimant
- handle court proceedings or pay legal expenses if the indemnity issue is subjected to legal proceedings.

The insurance covers the policyholder's business activities that were reported to the insurance company when the insurance was taken out and which are recorded in the insurance policy (insured activity).

The insurance includes a general liability insurance on operations (see VA 3) and product liability insurance (see VA 4).

VA 2 Territorial limits

The insurance is valid throughout Europe, unless otherwise agreed and recorded in the insurance policy.

VA 3 Losses coverable from general liability insurance on operations and related restrictions

3.1 Coverable losses

The insurance covers bodily injury and material damage caused to a third party in the insured operations and within the territorial scope of the insurance, provided that

- such injury or damage is discovered during the insurance period, and
- the policyholder is liable for it under legislation in force.

The insurance also covers a purely financial loss, caused to another as specified in the Finnish Data Protection Act or EU's General Data Protection Regulation, which was the result of illegal processing of personal data in the insured activity during the policy's validity and which the insured party is liable for in the capacity of a controller.

3.2 Restrictions

3.2.1 Loss or damage sustained by the policyholder

The insurance does not cover any loss sustained by the policyholder or insured party.

3.2.2 Property at the disposal of the policyholder

The insurance does not cover damage to property which at the time of the act or neglect causing damage was in the possession of, borrowed by or otherwise at the disposal of the insured party for the insured party's benefit.

3.2.3 Damage caused to property being handled by or in the care of the insured party

The insurance does not cover any damage to property which, at the time of the act or omission causing the loss, was, by the insured party or a third party working for the insured party

- being manufactured, installed, repaired, handled or otherwise worked on
- being stored
- subject to the safety or prevention obligation in view of the nature and immediate sphere of influence of the insured party's operations or of the work causing the loss; or
- otherwise in their care.

With regard to operations related to agricultural trade or a hardware store, damage of up to EUR 100,000 to foreign property kept for maintenance, repair or storage will be compensated provided the policyholder is liable to compensate for the loss.

3.2.4 Product liability

Product liability losses are covered in accordance with section VA 4.

3.2.5 Products sold or handed over

The insurance does not cover any damage to

- damage to products handed over when the loss is caused by a characteristic of the products themselves or by errors or deficiencies in the products or in information or instructions given concerning the products, or
- damage to products sold but not yet handed over.

3.2.6 Expenses incurred due to work performed

The insurance does not cover expenses caused by rectifying or redoing work incorrectly performed, not even if this work is performed by a party other than the policyholder.

3.2.7 Contractual liability

The insurance does not cover any loss insofar as the liability is based on a contract, guarantee or other obligation, unless the liability would be incurred even without such an obligation being in force.

3.2.8 Loss caused by plans, advice or instructions

The insurance does not cover any loss caused by errors or deficiencies in research or measurement results, calculations, drawings, work specifications or reports or advice or instructions pertaining to a product given to a third party.

3.2.9 Environmental damage, various discharges or disturbances

The insurance does not cover any damage to

- pollution of water, air or soil,
- smoke, soot, dust, steam, gas
- noise, vibration, radiation, light, heat or smell or
- other similar disturbance.

The insurance does, however, cover sudden loss caused by a random or single error or omission or by a fault or defect in a building, plant or piece of equipment appearing suddenly or unforeseeably as a result of an eventuality constituting liability for the policyholder. An additional condition is that the loss sustained for a reason fulfilling the above conditions took place suddenly, unforeseeably and quickly and is not based on a slow, gradual effect or repeated act or omission or otherwise recurring events.

A further precondition for payment of indemnity is that the policyholder became aware of the pollution, emission/discharge or other disturbance no later than fourteen days after its beginning, and filed a written claim with the insurer within sixty days of the date when such pollution, emission or other disturbance began.

For measures to be taken to prevent environmental damage and for indemnification of expenses incurred from such measures, see clause VA 8.2.

3.2.10 Costs incurred by the authorities in cases of environmental damage

The insurance does not cover costs arising from preventive and rehabilitation measures taken by the authorities under Section 6, Paragraph 1(2) of the Act on Compensation for Environmental Damage (737/1994).

3.2.11 Loss caused by moisture and flooding

The insurance does not cover any damage to

- moisture or
- flooding caused by rainwater or thaw, waste water, rivers, lakes and seas.

The insurance does, however, cover sudden loss caused by a random or single error or omission or by a fault or defect in a building, plant or piece of equipment appearing suddenly and unforeseeably as a result of an eventuality constituting liability for the policyholder. An additional condition is that the loss sustained for a reason fulfilling the above conditions took place suddenly, unforeseeably and quickly and is not based on a slow, gradual effect or repeated act or omission or otherwise recurring events.

The insurance does not, however, cover any loss incurred from flooding caused by a planning, measurement or construction defect in water pipes or sewers.

If the damage was caused by the policyholder's faulty installation, a further precondition for payment of indemnity for humidity damage is that the damage is discovered within 12 months of the installation. This extension does not apply to any other damage than that caused by humidity.

3.2.12 Groundwater

The insurance does not cover any loss caused by a change in the groundwater level.

3.2.13 Ownership and possession of real estate

The insurance does not cover any loss arising from the ownership, possession or maintenance of real estate.

The insurance does, however, cover the loss if

- the greater part of such real estate is used by the policyholder for purposes relating to the insured operations or
- liability insurance concerning the real estate has been agreed separately and this has been entered in the insurance policy.

3.2.14 Loss caused by use of watercraft or aircraft

The insurance does not cover any damage to

- use of craft or vessel subject to registration, unless the use is connected with work performed by the policyholder for the policyholder's own benefit or
- use of an aircraft for aviation when the policyholder is held liable in the capacity of owner, possessor or user of the aircraft, in the capacity of someone carrying out a task or duty aboard the aircraft or in the capacity of the employer of the above.

3.2.15 Loss caused by quarrying and blasting

The insurance does not cover any loss caused by quarrying or blasting performed using external labour or for a third party, or by any consequential subsidence or landslide.

3.2.16 Financial loss

The insurance does not cover any financial loss that is not connected with bodily injury or material damage.

The insurance does, however, cover financial loss referred to in the Personal Data Act (see clause 3.1).

3.2.17 Injury caused by medication or to patient, occupational accident, work-related exposure or occupational disease

The insurance does not cover

- loss or damage as referred to in the Patient Injury Act
- personal injury caused by medication
- personal injury inasmuch as it is covered by the insured party's policy referred to in the Workers' Compensation Act, or
- loss or injury caused by occupational disease or other work related exposure.

3.2.18 Road accident

The insurance does not cover any loss caused by use of a motor vehicle in traffic under the provisions of the Motor Liability Insurance Act or corresponding foreign legislation.

However, the insurance compensates road accidents in Finland that were not compensated by motor liability insurance as specified in section 40(2) of the Motor Liability Insurance Act, causing damage to the owner's or keeper's property that was not in the vehicle.

The insurance also compensates road accidents not covered by motor liability insurance as specified in section 42 of the Motor Liability Insurance Act if the accident was caused during loading, unloading or other work performance

- if the vehicle is stationary, to vehicle's owner, driver or other person performing the specified work.
- with regard to the property subject to the work performance or with regard to another vehicle engaged in the work performance.

The insurance does not, however, cover

- damage to the insured party's property that was being hoisted, towed or transported.
- damage to the insured party's property or property specified in clause 3.2.2.
- personal injury inasmuch as it is covered by a policy referred to in the Occupational Accidents, Injuries and Diseases Act (see clause 3.2.17).

If the country where the loss occurs has no law which corresponds to the Finnish Motor Liability Insurance Act, the insurance does

not cover loss caused by use of a motor vehicle in traffic.

3.2.19 Chemical and other substances or products

The insurance does not cover any loss or damage caused either directly or indirectly by:

- asbestos
- lead or lead paint
- polychlorinated biphenyl (PCB)
- chlorinated hydrocarbons
- ureaformaldehyde
- diethylstilbestrol (DES)
- electromagnetic fields (EMF)
- welding fumes
- silica or silica-related dust
- genetically modified organisms (GMO)
- nanotechnology elements in products
- fungi or bacteria on or within a building or other structure

3.2.20 Nuclear accident

The insurance does not cover any loss caused by a nuclear accident referred to in the Nuclear Liability Act or corresponding foreign legislation.

3.2.21 Loss caused wilfully or through gross negligence

The insurance does not cover any loss caused wilfully or through gross negligence (see YL 7).

A loss can be considered to have been caused wilfully or through gross negligence if, for example, the act, operating method or neglect has involved a considerable risk for the loss to take place.

However, the insurance covers loss caused wilfully or through gross negligence if the policyholder in the capacity as employer is held liable for loss caused by an employee in the course of work and is able to show that the policyholder or its supervisory staff was not, and did not have to be, aware of the employees action.

3.2.22 Defamation of character or invasion of privacy

The insurance does not cover any loss caused by attacks on the policyholders' honour or invasion of their privacy.

3.2.23 Fines

The insurance does not cover fines or other similar sanctions.

3.2.24 Known risk of loss or damage

The insurance does not cover any loss caused by an error, deficiency or other grounds for liability of which the policyholder was or should have been aware at the inception of the insurance cover.

3.2.25 Costs of repairing and remediating environmental damage as referred to in the EU Environmental Liability Directive

The insurance does not cover costs based on EU directive 2004/35 or corresponding legislation concerning repairing and remediation of environmental damage, nor any other costs or compensation related to such damage.

3.2.26 Other liability insurance

The insurance does not cover any loss to the extent that the loss is covered by another liability insurance policy taken out by the policyholder.

3.2.27 Tobacco

The insurance does not cover any loss caused by tobacco, tobacco products or tobacco smoke.

VA 4 Losses coverable under product liability insurance and related restrictions

4.1 Purpose of insurance

The product liability insurance covers liability for loss caused by products handed over to a third party when the policyholder is the seller or lessor of the product or manufacturer of the product in small-scale production taking place alongside regular business operations in the place of insurance and included in insured operations. The insurance does not cover importer's liability.

4.2 Coverable losses

The insurance covers bodily injury and material damage caused by a product delivered to a third party in the insured operations and within the territorial limits of the insurance, provided that

- such injury or damage is discovered during the insurance period, and
- the policyholder is liable for it under legislation in force.

Another prerequisite is that the claim is presented within the territorial limits of the insurance and is based on the tort law effective therein.

4.3 Restrictions

(in addition to sections VA 3.2.1, 3.2.16 and 3.2.19–3.2.26 above)

4.3.1 Products sold or handed over

The insurance does not cover any damage to

- damage to products sold or delivered,
- damage to property other than the product itself in cases where the damage may be rectified by repairing or replacing the product delivered.

The insurance does not cover any expenses arising from complaints regarding a product, or from returning, repairing, replacing or withdrawing from sale of a product.

4.2.3 Contractual liability

The insurance does not cover any loss insofar as the liability is based on a contract, guarantee or other obligation, unless the liability would exist even without such an obligation being in force.

The insurance does not cover any loss caused by the failure of a chemical substance or pharmaceutical product to have the promised effect or performance.

The insurance does not cover any loss or part thereof insofar as some other party has agreed to indemnify for it on behalf of the insured party.

4.3.3 Injury caused by medication or to patient, occupational accident, work-related exposure or occupational disease

The insurance does not cover loss or damage

- which is compensated in Finland as a patient injury as specified in the Patient Injury Act or pursuant to pharmaceutical insurance, nor
- a loss insofar as it is covered by statutory workers compensation insurance, nor
- in cases of occupational disease or other injury or illness caused by work-related exposure.

4.3.4 Action violating product safety regulations

The insurance does not cover any loss caused by an action in violation of laws, decrees or mandatory official product safety regulations or instructions, if the policyholder was, or should have been, aware of such action.

VA 5 Security guidelines

The policyholder must comply with the safety regulations stated below, recorded in the insurance policy or otherwise issued in writing (see YL 6.1).

5.1 Hot work

This condition concerns such work (hot work) that creates sparks or which uses a flame or other heat causing a fire hazard (with regard to the deductible, see clause 8.7).

Hot work must be performed in a regular or temporary place designated for such work as defined in the safety regulations for hot work included in the insurance policy. A written permit is required to perform hot work in a temporary place.

Anyone who performs hot work must be able to produce a valid hot-work card or a hot-work card for roofing hot work.

The policyholder must comply with the provisions of the safety regulations for hot work included in the insurance policy, and the equipment and machinery used for the work must be in accordance with the current regulations.

5.2 Waterproofing

This clause refers to construction and renovation work which does not incorporate rainwater or thaw insulation or in which such insulation is being constructed, replaced or repaired (for deductible, see clause 8.7).

The risk of loss caused by rainwater or thaw must be investigated in advance and a protection plan must be drawn up by the contractor.

The work area must be waterproofed. Any valuable or damage-prone property on premises below the work area must be removed or separately protected. The users of such premises must be informed of the work.

5.3 Excavation and earthmoving

This condition concerns all excavation and earth-moving work (as to the deductible, see VA04, clause 322).

Before the work begins, the policyholder must acquire information on the location of any cables and pipes in the work area from their owner and take this location into account in performing the work.

In the event of loss involving a subterranean cable, the insurance company must be provided with a written certificate from the owner of the cable or pipe proving that a map had been supplied or the cable or pipe locations had been shown on site before the work began.

VA 6 Claims settlement

6.1 Insurance company's obligations

The insurance company shall investigate whether the policyholder is liable to pay damages for the reported loss covered under the insurance, the amount of which exceeds the deductible, and shall negotiate with the claimant.

If the policyholder makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company, unless the amount of and grounds for the damages are manifestly correct.

If the insurance company has reached an agreement on indemnification with the party who has sustained a loss, and the policyholder does not agree to this, the insurance company will not be held liable for any subsequent expenses or for more than it would have indemnified on the basis of the aforementioned agreement. Nor is the insurance company liable to conduct any further investigations into the matter.

6.2 Policyholder's obligations

The policyholder shall

- participate in the investigation into the loss at his own expense
- provide the insurance company with all information, documents and other material in his/her possession that are relevant to the claim settlement
- obtain or prepare any necessary clarifications and studies available to the policyholder at reasonable expense and
- reserve the insurance company the opportunity to participate in bringing about an amicable settlement.

VA 7 Legal proceedings

If a claim for damages, based on grounds which constitute a loss coverable under the insurance, is submitted to the court, the policyholder must promptly notify the insurance company thereof as soon as the policyholder has been informed of such legal proceedings.

If a claim for damages concerns a loss or damage that, as to its grounds and amount, is coverable under the insurance, the insurance company will pay the resulting legal expenses provided that

- the claim notification was submitted before the rejoinder and
- the insurance company has approved the attorney being used.

If the legal proceedings also concern other issues, the insurance shall only cover that part of the expenses arising from the claim for damages covered by the insurance.

The insurance company always has the right to assume the policyholder's defence at the legal proceedings.

VA 8 Indemnification regulations

8.1 Damages

The insurance covers the damages for which the policyholder is liable. The amount of damages is calculated according to damages regulations and legal practice. Legal provisions on value added tax will be taken into account when calculating the loss amount. The portion accounted for by the tax will not be paid if it is deductible in the insured party's or beneficiary's taxation. Value added tax will not be compensated in case the insured party or beneficiary has the right of refund with respect to value added tax.

If several parties are jointly and severally liable for the same loss, the insurance only covers that part of the loss that corresponds to the policyholder's share of the liability. If no other grounds exist, the indemnity is paid per capita.

8.2 Loss prevention expenses

8.2.1 Expenses incurred from preventing an impending loss

The insured party is under an obligation to prevent or mitigate the loss from an impending or actual insurance event (see YL 6.2). This obligation only concerns measures that eliminate the immediate threat of liability for a loss caused to a third party but not any further measures after the event unless these measures are separately agreed on with the insurance company. Costs arising from such necessary measures are coverable under the insurance.

8.2.2 Supplementary conditions for indemnification of costs incurred due to prevention of environmental damage to property owned by or in the possession of the insured party

If the policyholder causes environmental damage to property owned by or in the possession of the policyholder, such as soil, the following shall apply, in addition to clause 8.2.1 above.

No indemnity is paid for damage caused to property in the ownership or possession of the insured party.

Prevention costs will be covered only if there is imminent risk of damage to the property of a third party, for example when environmental pollutants pass through the groundwater or soil beyond the boundary of the policyholder's land.

Only such measures are coverable that are necessary to eliminate an impending threat of coverable damage to the property of a third party. After the occurrence of environmental damage, more extensive measures than merely the prevention of imminent danger may be necessary to remedy the situation completely. These may include the transportation of polluted soil and the disposal or neutralisation of the hazardous waste. Costs arising from these measures are not coverable as loss prevention costs under the general liability insurance, not even in case the measures are mandatory under official regulations.

8.2.3 Measures in the event of environmental damage

The policyholder must inform the insurance company without delay of any impending or actual occurrence of environmental damage (see clause 3.2.9 above) in order to confirm which prevention measures are coverable under the general liability policy (see clauses 8.2.1 and 8.2.2 above).

8.3 Investigation and legal expenses

The insurance also covers reasonable and necessary expenses arising from the investigation of the loss, but not those investigation expenses which are the liability of the policyholder under the insurance terms and conditions or which have not been separately agreed with the insurance company.

Legal expenses are covered as specified in clause VA7 above.

8.4 Maximum compensation

The aggregate maximum of indemnities paid on the basis of a single loss, including expenses incurred due to loss prevention, investigations, negotiations, interest payments and legal proceedings, is the sum insured stated in the insurance policy.

Loss prevention costs are coverable in accordance with clause 6.2 of the General Terms of Contract, YL. The maximum compensation for a single financial loss, as specified in the Finnish Data Protection Act or EU's General Data Protection Regulation, is EUR 50,000 during one insurance period.

The special terms and conditions may specify different sums insured.

8.5 Serial loss

Losses caused by the same event or circumstance will be considered a single loss regardless of whether they are discovered during one or more insurance periods.

If such losses are discovered during different insurance periods, they will be attributed to the insurance period in which the first loss was discovered.

8.6 Deductibles

For each loss, the policyholder's deductible specified in the insurance policy will be subtracted from the total amount of indemnity including any expenses incurred from loss prevention, investigations, negotiations, interest payments and legal proceedings, all calculated in accordance with the insurance terms and conditions.

8.7 Special deductible

In cases of loss resulting from hot work, waterproofing, excavation, earthmoving work, vibration or the loss of a key, the policyholders deductible is 10% of the loss amount but not less than EUR 3,000 and no more than EUR 20,000 or the amount of deductible, if greater, recorded in the insurance policy.

The insurance policy or the special terms and conditions may specify deductibles that differ from those stated above.

VA 9 Measures to be taken after a liability loss

As soon as a loss has become known or a claim has been submitted, the insurance company must be informed of the loss. No special form of notification is required but it is vital to make the notification at the earliest opportunity.

As the process proceeds, the insurance company must be provided with further information whenever relevant factors emerge. Information, minutes, reports and any other available documentation must be provided in the greatest possible detail on the cause of the loss and the loss itself. The names and addresses of the person(s) suffering loss must be collected for contact purposes.

In addition to the above guidelines, please see clauses YL 6.2, 10.2 and 10.3.

OI LEGAL EXPENSES INSURANCE

OI 1 Purpose of insurance

In accordance with these terms and conditions and the General Terms of Contract (YL), Pohjola Insurance Ltd or A Insurance Ltd (hereinafter the Insurance Company) undertakes to cover any necessary and reasonable legal expenses incurred by the insured as a result of resorting to legal counsel in a disputed civil case, criminal case or non-contentious civil case concerning insurance events referred to in section OI 4.

The insurance covers the business activities recorded in the insurance policy.

OI 2 Persons insured

Those insured are

- the company recorded as the policyholder in the insurance policy
- the policyholder's employees
- persons who receive no remuneration for their work or who work on a temporary basis, provided that the policyholder, under effective legislation, is liable to make good any loss or damage caused by such persons
- independent entrepreneurs comparable to the policyholder's employees, provided that the policyholder, under effective legislation, is liable to make good any loss or damage caused by such entrepreneurs
- a general partner or shareholder of the policyholder company in a case concerning legal action or commitment in the name, on behalf or in favour of the policyholder, or when the general partner or shareholder is faced with a claim jointly and severally with the policyholder.

OI 3 Courts of law and territorial limits

The insured may use the insurance in cases which have been brought before a district court in Finland or which are subject to arbitration proceedings in Finland. If the case concerns a disputed civil case settled out of court, the insurance can be used if the case could have immediately been brought before a district court in Finland.

The insurance does not cover expenses in cases handled by the administrative authorities or special courts, such as an administrative court, the Insurance Court, the Labour Court, the Market Court or the Supreme Administrative Court. Nor does the insurance cover expenses in cases handled by the European Court of Justice.

OI 4 Coverable insurance events

4.1 Definition of an insurance event

In disputed and non-contentious civil cases, an insurance event refers to a dispute. A 'dispute' refers to a claim specified as to its grounds and amount and which has been demonstrably and specifically disputed as to its grounds or amount.

In a criminal case, an insurance event refers

- to charges pressed by the insured person as the complainant
- to a complainant's charges against the insured brought and pursued after the public prosecutor has decided to waive or withdraw charges for the same action. The charges are considered to have been brought when the complainant's application for a summons has arrived at the office of a district court. The charges are considered pursued when the complainant has notified the court in writing of pursuing the charges after the public prosecutor has withdrawn the charges.

The insurance indemnifies for insurance events occurring during the validity of the insurance. If, however, this policy has been valid for less than two years at the time of the insurance event, the matters on which the dispute, claim, denial, notice of work relationship termination, charge or suspected crime is based must also have taken place during the validity period of the insurance.

The validity period is defined as the period that this policy alone or consecutively with other terminated legal expenses insurance policies with equivalent content has been continuously valid for the benefit of the insured. However, if, on the occurrence of an insurance event, the insured has several effective legal expenses insurance policies, only this policy will be taken into account when determining the validity period of the insurance.

If the policy's coverage has been extended and the extension had been valid for less than two years when the insurance event occurred, the extension will only be applied if the factors upon which a dispute, demand, denial, notification of termination of employment contract, prosecution or suspected crime is based arose after the extension had entered into force. By extension of the policy's coverage we mean a higher sum insured, larger territorial scope, or the adverse party's expenses being included in the policy.

4.2 Single insurance event

A 'single insurance event' refers to an insurance event where

- two or more people covered by this insurance are on the same side in a disputed civil case, criminal case or non-contentious civil case, or
- the insured has several disputed civil cases, criminal cases or non-contentious civil cases pending which are based on the same event, circumstance, juristic act or legal offence, or which are based on the same or similar claim with different grounds.

OI 5 Exclusions related to insurance events

The insurance does not cover expenses incurred by the insured in a case

- 1) where the claim has not been demonstrably disputed
- 2) which is related to other than the operations specified in the insurance policy
- 3) which is related to the transfer of the insured company, shares entitling to the ownership of the company, or partnership share, or the full or partial transfer of a business
- 4) of minor importance to the insured
- 5) in which those insured under this insurance represent adverse parties; the insurance does, however, cover expenses incurred by the policyholder

- 6) which is related to a claim or receivable transferred to the insured, unless, at the time the dispute arises, two years have elapsed since the transfer
- 7) in which the insured is being prosecuted by the public prosecutor or in which the complainant has filed a civil claim against the insured while such prosecution is pending
- 8) which relates to a civil claim against the insured on account of which he/she has been sentenced or, on the basis of the relevant special provisions, the charges or sentence against him/her have been waived; however, the insurance covers the policyholder's expenses if the case, as regards the policyholder, concerns the employer's liability to pay damages
- 9) in which the insured has submitted a civil claim on account of which the insured has been sentenced or, on the basis of the relevant special provision, the charges or sentence against the insured have been waived
- 10) which concerns a legal person's penal liability
- 11) in which the insured is involved as the owner, possessor or driver of a motor vehicle or a watercraft subject to registration under the Register of Watercraft Act (976/2006), or in which expenses incurred by the insured are covered under liability insurance
- 12) which concerns a bankruptcy
- 13) which relates to a distraint, execution dispute or the execution of distraint
- 14) which relates to proceedings carried out in accordance with the provisions on company restructuring or the debt rescheduling of private individuals, or the voluntary debt rescheduling of farmers in accordance with the Rural Industries Act
- 15) which demand clarification of whether the expenses incurred from the insurance event reported by the insured are fully or partly coverable under the legal expenses insurance
- 16) which is dealt with as a class action and in which the insured is a claimant or a member of the group
- 17) which concerns a patent or other intellectual property right.

Ol 6 Measures to be taken on the occurrence of an insurance event

6.1 If the insured wishes to use the insurance, he/she must inform the Insurance Company thereof in advance in writing. The insurance company will then send the insured a written claim settlement decision.

6.2 The insured shall use a solicitor or other legal counsel as his/her representative. No indemnity will be paid if the insured decides not to use any representative at all or selects one who is not a Finnish Master of Laws or does not have equivalent foreign qualifications.

6.3 In cases that go to the main hearing in a district court, the insured must require the opposing party to reimburse his legal expenses in full. However, in matters processed in court according to the procedure prescribed in the Act on Court-annexed Mediation, no such demand is required for the mediation expenses.

If the insured has presented to the adverse party a legal expenses demand which has been partly or fully rejected by a court order, an appeal must be lodged against the decision if the insurance company so requires. If the insured fails to lodge such demand, waives the right to do so, or refuses to appeal the court decision, the insurance compensation may be lowered or altogether denied.

6.4 The insured has no right to approve, in a manner that would be binding on the insurance company, the amount of expenses incurred from handling the case.

Any payment by the insured to his/her representative for legal fees and expenses is not binding on the insurance company in its evaluation of reasonable litigation costs.

Ol 7 Indemnification regulations

7.1 Sum insured

7.1.1 The sum insured recorded in the policy is the upper limit of the insurance company's liability in each insurance event.

7.1.2 However, the sum the insurer is obliged to pay for expenses prior to a main hearing at a district court, mediation in a court of law or arbitration proceedings, or for expenses in a matter solved without a trial, is only up to 50% of the sum insured specified in the insurance policy.

7.1.3 If the monetary value of a disputed benefit is assessable, the insurance covers, in a disputed or non-contentious civil case and when the insured party is a complainant in a criminal case, up to double the amount of the disputed benefit. When assessing the amount of benefit, no claims for interest, legal or litigation expenses or expenses arising from being party to the matter are taken into account. If a dispute concerns a periodical payment, a maximum of a tenfold amount of the disputed periodical payment is taken into account when assessing the amount of benefit.

7.1.4 During one insurance period, the maximum amount of indemnity paid for insurance events is double the sum insured.

7.2 Deductible

The deductible recorded in the policy is subtracted from the coverable expenses.

7.3 Coverable expenses

The insurance covers necessary and reasonable legal expenses incurred by the insured as a result of the insurance event as follows:

7.3.1 Disputed and non-contentious civil cases

Expenses incurred by the insured for use of legal counsel and presentation of evidence.

If bringing the case before a court requires a juristic act or a decision taken by a given body or in connection with any specific proceedings, the expenses are indemnified as of the date when the case can be brought before a district court.

If the matter has been handled as a conciliation case by a court of law, the insurance will also cover the insured person's portion of the fee and expenses for an assistant to the conciliator calculated per capita of the parties to the dispute.

If a dispute between the insured and an entrepreneur or legal person as adverse party has been handled as a voluntary conciliation case other than that by a court of law, the insurance will also cover the insured person's portion of the conciliator's fee calculated per capita of the parties to the dispute. Compensating this fee requires that the conciliator is an attorney or other legal counsel.

7.3.2 Criminal cases

7.3.2.1 The insured as the complainant

Legal expenses incurred by the insured for use of legal counsel and presentation of evidence in so far as the court proceedings involved a civil claim made by the insured for other than legal expenses on the basis of a crime.

7.3.2.2 The insured as the defendant

Legal expenses incurred by the insured for use of legal counsel and presentation of evidence if the case involves charges raised by the complainant against the insured when the public prosecutor has waived or withdrawn charges for the same action.

7.3.3 Appealing to the Court of Appeal and the Supreme Court

If a permit is required to appeal to the Court of Appeal or the Supreme Court, the costs incurred from the appeal will be indemnified under the insurance only if the permit or leave has been granted.

Costs incurred in the use of extraordinary channels of appeal are indemnified only if the Supreme Court has approved the appeal for nullification, reversed the judgement or reinstated a time limit forfeited.

7.3.4 Common interest

If the case involves an interest essentially other than that of the insured or the insured has an interest to safeguard in the insurance event in common with persons not covered by this insurance, the insurance indemnifies only for those costs which are attributable to the insured.

7.4 The amount and calculation of indemnity; value added tax

The legal expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Code of Judicial Procedure and the Criminal Procedure Act.

If, owing to the admission by interested parties or some other reason, the court of law has not mentioned legal expenses in its decision, or if the matter has been settled out of court, the coverable expenses are determined also by taking into account the expenses normally paid or ordered by a court to be paid in similar cases. However, the coverable expenses come to a maximum of the amount which the court orders the insured person's adverse party to pay, unless the court has specifically concluded, on the basis of the grounds appearing from its decision, that the insured must personally bear his/her expenses, in part or in full, to his detriment.

For the use of a legal counsel, the insurance covers a reasonable fee charged by the counsel for his/her work and necessary expenses. The value of the disputed benefit, the difficulty and extent of the case and the quantity and quality of the work involved are taken into account in the determination of a reasonable sum for the fees and expenses. However, coverable expenses come to a maximum of the amount of the expenses claimed by the insured person's adverse party.

If the insured, under the Value Added Tax Act, has the right to deduct or reclaim the tax included in the legal expenses invoice, the indemnity will be reduced by the value added tax included in the invoice.

Value added tax will not be compensated in case the insured party or beneficiary has the right of refund with respect to value added tax.

7.5 Expenses not covered by the insurance

The insurance does not cover

- costs incurred due to measures taken before the insurance event, to the preliminary investigation of a case or to the investigation or handling of such a disputed case as a result of which the insured justifiably waives his/her claims against the adverse party
- any legal expenses of the adverse party which the insured has been ordered or has agreed to pay, unless agreed upon separately and entered in the insurance policy
- expenses arising from the enforcement of a ruling or decision
- the insured person's wasted time, own work, loss of income or earnings, travel or accommodation costs or any additional costs arising from a change of representative or from any conduct on the part of the insured which has increased costs unnecessarily
- the costs of acquiring expert legal opinion

- expenses for acquiring other than expert legal opinion, if such opinion does not support the insured person's claims or denial of the adverse party's claims
- costs incurred from reporting a criminal offence or making a request for investigation, or from pretrial investigation of a criminal case
- costs incurred due to matters and evidence which the court of law will not take into account
- costs caused by the insured or his/her legal counsel by failing to appear in court, by disregarding court orders, or by entering a plea which they knew or should have known to be unfounded, or costs which they have themselves caused by prolonging the litigation wilfully or through negligence
- costs for litigation which the insured or his/her legal counsel initiated without the adverse party giving any cause, or if they have in some other way caused unnecessary litigation wilfully or through negligence
- fees and costs of arbitrators.

7.6 Other provisions concerning indemnity

7.6.1 The insurance company indemnifies for the insured's legal expenses after a legal ruling has been issued or a settlement has been reached.

7.6.2 If, under the Value Added Tax Act, the insured is entitled to deduct the tax included in the invoice for legal expenses, the insurance company pays the indemnity to the insured against the invoice paid by the insured for legal expenses.

7.6.3 The insurance company's liability to pay indemnity will be reduced by any expenses compensation which the insured's adverse party has been ordered by the court or has undertaken to pay to the insured, provided that it has been possible to collect this sum from the party liable for payment.

7.6.4 If the opposing party has been ordered by the court or has undertaken to pay expenses compensation to the insured and this remains unpaid at the time the indemnity is paid, the insured is obliged, before the indemnity is paid, to transfer his/her right to the said compensation to the insurance company, up to the sum indemnified under the insurance.

If the insured has had to pay a proportion of the costs him/herself because they exceeded the maximum indemnity under clause 7.1, the insured is obliged to transfer to the insurance company that part of the expenses compensation collected from the adverse party which is in excess of the part paid by the insured him/herself.

7.6.5 If the expenses compensation that the opposing party has been ordered or has agreed to pay has been paid to the insured or it has otherwise been taken into consideration in the insured person's favour, the insured must return the expenses compensation with interest to the insurance company up to the amount of compensation paid out of the insurance.

7.7 Adverse party's expenses

The insurance indemnifies legal expenses payable by the insured, provided this has been separately agreed upon and entered in the policy.

The compensation for legal expenses payable by the insured can be no more than half of the sum insured, and in the cases referred to in clause 7.1.3, no more than the sum of the insured person's own legal expenses to be indemnified.

The insurance will indemnify the insured person's adverse party's necessary and reasonable legal expenses which the insured is forced to pay in the matter, provided the insured person's own legal expenses are indemnified from this legal expenses insurance.

SUPPLEMENTARY INSURANCE COVER

If separately agreed and recorded in the insurance policy, the insurance may also include financial loss cover (VV), crime insurance (RI) and cover for business interruption caused by an employee (TK).

VV FINANCIAL LOSS COVER

VV 1 Purpose of insurance

On the basis of these terms and conditions and the General Terms of Contract (YL), Pohjola Insurance Ltd or A-Insurance Ltd (hereafter 'the insurance company') undertakes to

- cover the losses referred to under section VV 3.1 and the other expenses referred to separately in these terms and conditions,
- investigate the grounds for and amount of damages,
- negotiate with the claimant
- handle court proceedings or pay legal expenses if the indemnity issue is subjected to legal proceedings.

The insurance covers the policyholder's business activities that were reported to the insurance company when the insurance was taken out and which are recorded in the insurance policy (insured activity).

VV 2 Territorial limits

The insurance is valid in Finland and covers the insured operations within the territorial limits and claims handled in accordance with the law in force within the territorial limits.

VV 3 Coverable losses and related restrictions

3.1 Coverable losses

The insurance covers financial loss caused to a third party by the policyholder, which is not connected to bodily injury or material damage.

Another prerequisite is that the policyholder is held, under the legislation in force, liable for the loss resulting from action or negligence during the insurance period either

- to the policyholder's client under a contract made with the policyholder or
- to a party other than his client on the basis of valid legislation

3.1.1 Certain sectors of operation and extension of coverable loss

Contrary to section VV 3.1 the insurance also covers loss detected during the insurance period which has been caused during the validity in Pohjola of this or some other financial loss cover. Also coverable are losses detected during the insurance period and caused during the validity of a financial loss cover immediately preceding this insurance but not indemnified under the preceding financial loss cover because they were detected after the termination of the cover.

This extension concerns the following sectors of operation:

- real estate management firms
- law firms
- attorney firms
- accounting and bookkeeping firms
- auditing firms
- motor vehicle inspection
- translation services
- travel agency operations
- tour operator operations

3.2 Restrictions

3.2.1 Loss or damage sustained by the policyholder

The insurance does not cover any loss sustained by the policyholder.

3.2.2 Loss related to work performed under contract

The insurance does not cover any work performed in order to repair the results of work done on the basis of a commission agreement, nor does it cover any work redone, even if such work is performed by a party other than the policyholder.

3.2.3 Loss caused to an employee or partner

The insurance does not cover loss caused to a person in the employment of the policyholder or a corresponding person or to a partner.

3.2.4 Bodily injury and material damage

The insurance does not cover bodily injury or material damage or any related financial loss.

Material 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 other similar certificates of claim.

3.2.5 Loss related to payment in or acceptance of cash

The insurance does not cover any loss caused by miscalculations in accepting cash or making payments in cash.

3.2.6 Expenses for rekeying or renewing locks

The insurance does not cover any loss caused by rekeying or renewing locks.

3.2.7 Contractual liability

The insurance does not cover any loss insofar as the liability is based on a provision of a commission agreement under which the policyholder has assumed greater responsibility than would apply to the policyholder under current legislation in the same contractual relationship in the absence of such contractual provision.

3.2.8 Loss related to liability to a company under the same ownership

The insurance does not cover any loss incurred by

- a company belonging to the same Group as the policyholder, or
- a company which, on the basis of majority ownership or otherwise, is under the same control as the policyholder.

3.2.9 Loss caused wilfully or through gross negligence

The insurance does not cover any loss caused wilfully or through gross negligence by the policyholder or a third party on whose behalf the policyholder is liable (see YL 7).

A loss can be considered to have been caused wilfully or through gross negligence if, for example, the act, operating method or neglect has involved a considerable risk for the loss to take place.

3.2.10 Fines

The insurance does not cover fines or other similar sanctions.

3.2.11 Other liability insurance

The insurance does not cover any loss to the extent that the loss is covered by another liability insurance policy taken out by the policyholder.

3.2.12 Intellectual property rights

The insurance does not cover any loss or costs caused by or in a way resulting from violation of intellectual property rights.

VV 4 Security guidelines

4.1 The policyholder must apply the regular commission agreement terms and conditions commonly used in the sector (see YL 6.1).

4.2 When employing external service providers to carry out its commissions, the policyholder must obligate them to take out financial loss cover and keep it valid.

4.3 The policyholder must also comply with the safety regulations specified in the insurance policy or otherwise given in written form.

VV 5 Claims settlement

5.1 Insurance company's obligations

The insurance company shall investigate whether the policyholder is liable to pay damages for the reported loss covered under the insurance, the amount of which exceeds the deductible, and shall negotiate with the claimant.

If the policyholder makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company, unless the amount of and grounds for the damages are manifestly correct.

If the insurance company has reached an agreement on compensation with the party who has sustained a loss, and the policyholder does not agree to this, the insurance company will not be held liable for any subsequent expenses or for more than it would have indemnified on the basis of the aforementioned agreement. Nor is the insurance company liable to conduct any further investigations into the matter.

5.2 Policyholder's obligations

The policyholder shall

- participate in the investigation into the loss at his own expense
- provide the insurance company with all information, documents and other material in his/her possession that are relevant to the claim settlement
- obtain or prepare any necessary clarifications and studies available to the policyholder at reasonable expense and
- reserve the insurance company the opportunity to participate in bringing about an amicable settlement.

VV 6 Legal proceedings

If a claim for damages, based on grounds which constitute a loss coverable under the insurance, is submitted to the court, the policyholder must promptly notify the insurance company thereof as soon as the policyholder has been informed of such legal proceedings.

If a claim for damages concerns a loss or damage that, as to its grounds and amount, is coverable under the insurance, the insurance company will pay the resulting legal expenses provided that

- the claim notification was submitted before the rejoinder and
- the insurance company has approved the attorney being used.

If the legal proceedings also concern other issues, the insurance shall only cover that part of the expenses arising from the claim for damages covered by the insurance.

The insurance company always has the right to assume the policyholder's defence at the legal proceedings.

VV 7 Indemnification regulations

7.1 Damages

The insurance covers the damages for which the policyholder is liable. The amount of damages is calculated according to damages regulations and legal practice.

Legal provisions on value added tax will be taken into account when calculating the loss amount. The portion accounted for by the tax will not be paid if it is deductible in the insured party's or beneficiary's taxation. Value added tax will not be compensated in case the insured party or beneficiary has the right of refund with respect to value added tax.

If several parties are jointly and severally liable for the same loss, the insurance only covers that part of the loss that corresponds to the policyholder's share of the liability. If no other grounds exist, the indemnity is paid per capita.

7.2 Costs incurred due to preventing risk of an impending loss

The insured party is under an obligation to prevent or mitigate the loss from an impending or actual insurance event (see YL 6.2). This obligation only concerns measures that eliminate the immediate threat of liability for a loss caused to a third party but not any further measures after the event unless these measures are separately agreed on with the insurance company. Costs arising from such necessary measures are coverable under the insurance.

7.3 Investigation and legal expenses

The insurance also covers reasonable and necessary expenses arising from the investigation of the loss, but not those investigation expenses which are the liability of the policyholder under the insurance terms and conditions or which have not been separately agreed with the insurance company.

Legal expenses are covered as specified in clause 6 above.

7.4 Maximum compensation

The aggregate maximum amount of all indemnities for a single loss, including investigation, negotiation, interest and legal expenses, is the sum insured entered in the insurance policy. Loss prevention expenses are covered in accordance with section YL 6.2.

The maximum amount of indemnity paid for losses caused during a single insurance period equals double the sum insured recorded in the insurance policy.

7.5 Serial loss

Losses caused by the same act or neglect will be considered a single loss regardless of whether they are discovered during one or more insurance periods.

If such losses are discovered during different insurance periods, they will be attributed to the insurance period in which the first loss was caused.

7.6 Deductible

For each and every loss, the policyholder's deductible specified in the insurance policy will be subtracted from the total amount of indemnity including any expenses incurred due to loss prevention, investigations, negotiations, interest payments and legal proceedings, all calculated in accordance with the insurance terms and conditions.

RI CRIME INSURANCE

1 Purpose of insurance

Pohjola Insurance Ltd or A-Insurance Ltd (hereinafter Insurance Company) will indemnify, under both the general terms and conditions and these conditions, against any direct financial loss caused by sudden, unforeseen damage referred to under section 3.1, and other expenses specified in the terms and conditions.

2 Territorial limits

The insurance is valid in Finland, unless otherwise agreed and recorded in the insurance policy.

3 Coverable losses and related restrictions

3.1 Coverable losses

The insurance indemnifies against direct financial damage to the insured person's property as a result of a property offence committed by a person in a work relationship with the insured, or some other person either alone or together with said person in a work relationship, with the intention of gaining unlawful financial benefit for himself or someone else.

The insurance also covers direct financial damage to other than the insured if the policyholder in the role of an employer is responsible for loss caused by an employee and the policyholder can prove that neither he nor the supervisors knew or were even supposed to know about the employee's action.

By property offence we refer to the following offences, both in their petty and aggravated forms, as laid down in the Penal Code of Finland:

- embezzlement
- fraud
- forgery
- counterfeiting
- data processing fraud, under Penal Code, Chapter 36, subsection 1(2)
- misuse of a position of trust
- extortion
- any other property crime criminalised in the Penal Code of Finland committed with the intention of illegally gaining a financial advantage to oneself or a third party and causing financial loss to the insured.

The requirement for compensation is that the damage is caused during the period of insurance and discovered no later than 12 months upon the insurance's expiry.

The insurance also covers damage caused by misuse of a lost or stolen bank or credit card, if the misuse has been committed by some other than the policyholder's employee. Damage caused by misuse of a lost or stolen bank or credit card is indemnified only up to 24 hours upon it being lost or stolen.

3.2 Restrictions

3.2.1 Events prior to the policy entering force

The insurance does not indemnify against damage caused by action or neglect before the insurance entered into force or against action or neglect during the period of insurance to conceal it.

3.2.2 Burglary

The insurance does not indemnify against damage caused by theft or criminal damage if the policyholder's business premises have been broken into by damaging its structures or locks or by other violent means or using a key that was obtained in connection with a burglary or robbery.

3.2.3 Robbery

The insurance does not cover any loss caused by robbery or attempted robbery.

3.2.4 Property under transportation

The insurance does not cover any loss caused to property that is under transportation.

3.2.5 Taking of hostage

The insurance does not cover any loss caused by the taking of hostage as referred to under chapter 25, section 4 of the Penal Code.

3.2.6 Unintentional action or neglect

The insurance does not indemnify against loss caused by an error or other unintentional action or neglect.

3.2.7 Self-caused loss

The insurance does not cover any loss caused by the policyholder, the policyholder's owner, board member or managing director, unless this person is considered an employee.

3.2.8 Losing and forgetting

The insurance does not indemnify against losing, forgetting or theft if

- the loss event cannot be determined, or
- the disappearance is not discovered until an inventory is made.

3.2.9 Disclosure of professional secrets or confidential information

The insurance does not indemnify against loss caused directly or indirectly by the fact that confidential information, such as trade secrets, customer information or computer programs have been accessed.

However, the insurance will indemnify for loss in which a professional secret or confidential information is used in a property offence that causes direct financial loss.

3.2.10 Indirect loss or damage

The insurance does not indemnify against income or profit loss or any other indirect loss or damage. Losing or failing to receive interest, dividend, payment or equivalent asset is also considered indirect loss or damage.

3.2.11 Other insurance

The insurance does not cover any loss that is covered by some other insurance taken out by the policyholder.

4 Security guidelines

The policyholder shall comply with the safety regulations given below, recorded in the insurance policy or otherwise issued in writing (see General Terms of Contract, section 6.1).

The policyholder must at least once a year make an inventory of the goods storage and machinery, an inventory check and arrange an appropriate audit of the accounts and supervision.

The policyholder must have

- written data processing safety instructions approved by the corporate management
- instructions on the documentation of systems, programs and use of data processing systems
- written instructions on how repeated tasks are to be carried out and who is responsible for changing, distributing and storing the instructions and
- the access rights defined to information system users and workstations.

5 Indemnification regulations

5.1 Amount of indemnity

The amount of loss must be approved by the auditor or an external expert approved by the Insurance Company. If agreement cannot be reached about the amount to be indemnified, the maximum amount indemnified is the sum confirmed by the court of law.

Money, receivable and securities losses are indemnified according to the value they held at the time of loss.

The basis for indemnification concerning data and programs stored on data media corresponds to the expenses in restoring equivalent programs and data, i.e. acquisition, material, labour and computer run expenses.

If the restoration of lost data or programs is not necessary or if it is not done within two years of the loss event, only the expenses incurred by replacing the destroyed or damaged data media will be compensated.

5.2 Deductible and sum insured

The policyholder's deductible for each loss is shown in the policy.

Losses either taking place during the same insurance period or for the same loss event are indemnified up to the sum insured shown on the policy.

Similar crimes committed by one or more persons or losses caused by the same crime are considered as one loss event, the time of which is considered to be the time of the first loss.

5.3 Value added tax

Provisions governing value added tax are taken into account when calculating the loss amount. Accordingly, the tax will not be paid if it is tax-deductible by the beneficiary.

5.4 Double insurance

In the case of double insurance, where the same property is insured under several insurance policies for the same loss, indemnity is calculated in accordance with section 59 of the Insurance Contracts Act.

5.5 Other provisions concerning indemnity

The insurance indemnifies the policyholder's legal expenses should the latter claim them concerning a trial on crimes against property specified herein.

The policyholder is required, if requested by the Insurance Company, to file a report on the crime.

The use and safekeeping of bank or credit cards must adhere to the terms and conditions for payment cards. If a card is lost or stolen, you must contact the credit institution that issued it without delay.

6 Extension of territorial limits

If the insurance's territorial limits are extended and appropriately documented as indicated in Section 2, any loss events will nevertheless be determined according to the Penal Code of Finland.

TK INSURANCE FOR BUSINESS INTERRUPTION CAUSED BY AN EMPLOYEE

TK 1 Purpose of insurance

In accordance with the terms and conditions of business interruption cover of the special corporate insurance (KE), these supplementary terms and conditions and the General Terms of Contract (YL), Pohjola Insurance Ltd or A Insurance Ltd

(hereinafter the insurance company) undertakes to cover any loss referred to in section TK 3 and caused by the disability of an entrepreneur or employee.

TK 2 2.1 Indemnity period and deductible

2.1 Period of liability

The indemnity period recorded in the insurance policy is the continuous period of time that begins at the end of the waiting period. The insurance covers business interruption during the indemnity period.

The indemnity period for the insurance for business interruption caused by disability of an employee is 12 months.

If the same injury or illness results in several disability periods, this is a single business interruption loss and coverable only insofar as the periods fall within 12 months of the end of the qualifying period.

2.2 Deductible

No indemnity will be paid for the qualifying period of three days following an accident or 14 days or other period of time that is mentioned in the insurance policy that is following an illness; this qualifying period is considered to have started as the business interruption loss began.

TK 3 Losses

3.1 Coverable losses

The insurance covers financial loss caused by business interruption or reduction that is a direct consequence of

- of an owner working for the policyholder or an entrepreneur holding the position of a manager, or
- death occurring or the diagnosis of a disability made by a physician operating in Finland, during the insurance period of an employee permanently employed by the policyholder.

The cause of death or disability must be an injury or illness sustained during the insurance period.

An accident is a sudden, externally caused event that causes body injury that occurs unintentionally.

3.2 Exclusions

3.2.1 The insurance does not cover loss caused by disability or death resulting from

- an illness clear symptoms of which have been evident or which, according to medical experience, must otherwise be considered to have begun before the entry into force of the insurance or before the commencement of the work of an entrepreneur or employee in the company
- an illness that is caused by some other illness, injury or exposure sustained before the entry into force of the insurance or before the commencement of the work of an entrepreneur or employee in the company
- pregnancy, childbirth or termination of pregnancy; or
- an injury or illness that is self-induced either wilfully or through gross negligence.

3.2.2 The insurance does not cover loss if the injury causing disability or death was sustained or the illness began after the end of the insurance period when entrepreneur or employee had turned 65.

3.2.3 Indemnity may be denied or it may be reduced if the disability or death of an entrepreneur or employee has been caused by abuse of alcohol or medicinal products or by use of drugs, or if this has significantly affected the occurrence or extent of the loss.

TK 4 Loss amount

When calculating the loss amount and the sum insured, the terms and conditions of the business interruption insurance (KE) included in Special Corporate Insurance are applied.

When the amount of the loss is calculated, compensations and daily allowances which are due to entrepreneurs, employees, general partners of a partnership or limited partnership or the company under statutory schemes and which have reduced the loss amount are taken into account as deductions in addition to the matters referred to in section KE 5.3.

The maximum indemnity payable from the insurance per insurance period is recorded separately in the insurance policy.

TK 5 Other provisions

In other respects, the terms and conditions of the Special Corporate Insurance (KE) and the General Terms and Conditions (YL) apply.

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