



Liability Insurance

VA 04

Special Terms and Conditions 319 - 396. Valid as of 1 January 2019

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319 Maintenance and repair shop

1 Contrary to clauses 3.2.2 and 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage caused to a customer's appliance or object accepted for maintenance or repair.

2 However, the insurance covers any damage to an appliance or object during, or as a result of, maintenance or repair only if

- caused while the appliance or object was being moved within the servicing point or its area; or
- caused by the fall of the appliance or object.

3 The insurance also covers damage caused by the negligence of the driver of the vehicle to an appliance or object or any of its parts when it was, by order of the policyholder, being

- moved for a reason directly connected to maintenance or repair; or
- collected from the customer for maintenance or repair or returned to the customer after completion of such maintenance or repair.

In the above cases, the driver of the vehicle must be either the policyholder or a person for whom the policyholder is held liable in accordance with the Tort Liability Act, and the driver must have an appropriate driving licence.

4 Exclusions

The insurance does not cover any

- loss caused by theft or burglary, or any attempt thereat, of an appliance or object or any of its parts;
- damage caused as a consequence of fire or explosion to an appliance or object or any of its parts accepted for maintenance or repair or otherwise kept in the servicing point or its area;
- damage to property that is part of the policyholder's consignment stock.

320 Garage and service station

1 Contrary to clauses 3.2.2, 3.2.3 and 3.2.18 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance covers damage caused to a customer's vehicle or any of its parts accepted for maintenance, repair, installation or storage, with the exclusions shown below. The insurance also covers any test drive related to the vehicle's service or repair work or damage caused to the vehicle when it is moved from one place to another.

2 Exclusions

2.1 The insurance does not cover any loss caused by continuous carelessness.

2.2 The portion of work and spare parts, which consists of reperforming the work according to the original order, is deducted from the repair costs of the loss coverable under the insurance. This deduction will be made even if such work is performed by a party other than the policyholder.

2.3 The insurance does not cover damage caused to a motor vehicle by a person driving it without an appropriate driving licence.

2.4 The insurance does not cover loss caused by malicious damage to or illicit use, theft or burglary, or any attempt thereat, of a vehicle, any of its parts or property inside the vehicle.

2.5 The insurance does not cover damage caused as a consequence of fire or explosion to a vehicle or any of its parts, or to property inside the vehicle. Such damage is not coverable even if it is caused in connection with or as a consequence of repair work.

2.6 The insurance does not cover damage to a vehicle that is part of the policyholder's consignment stock or that the policyholder has otherwise undertaken to sell.

2.7 The insurance does not cover damage to a vehicle moved by other than its own engine power outside the service station area.

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

Contrary to clauses "Property in use" and "Damage caused to property being handled by or in the care of the insured party" in the general terms and conditions of Commercial General Liability Insurance (VA 01) and Global Liability Insurance (VA 11 and VA 12), the insurance also covers damage caused in the operations specified in insurance policy to property in the possession of, being handled by, in the care of, and subject to the safety or prevention obligation of the policyholder or the insured party.

On the basis of this special clause, the insurance does not, however, cover damage or loss caused to

- property stored with or hoisted by the insured party
- property rented by the insured party or property comparable to fixed assets and at the disposal of the insured party.

On the basis of this special clause, the insurance does not cover loss or damage in case liability for compensation 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.

The maximum amount of compensation paid out from the policy during a single insurance period is the sum insured recorded in

the insurance policy, which includes the loss prevention costs, expenses incurred from investigations, negotiations, interest payments and legal proceedings.

This clause cannot be applied to pay compensation for losses which insured parties have caused to each other.

In other respects, the general terms and conditions of the Commercial General Liability Insurance (VA 01) or Global Liability Insurance (VA 11 and VA 12) and the content of the insurance policy shall apply.

322 Excavation work

Contrary to clause 3.1 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers losses caused by the policyholder, or his employee, while working with a construction machine under circumstances where the policyholder is, in accordance with the Tort Liability Act, comparable to an employee in relation to the party commissioning the work.

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.

If such certificate has not been supplied and an accident occurs, the deductible is not what has been put down in the policy, but 25% of the amount of damage, however, at least the deductible in the policy.

323 Boat repair shop

1 Contrary to clauses 3.2.2 and 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance covers damage caused to a customer's boat or any of its parts accepted for maintenance, repair, installation or storage, with the exclusions shown below.

2 Exclusions

2.1 The insurance does not cover any loss caused by continuous carelessness.

2.2 The insurance covers damage caused to an object of work while carrying out work included in an order only if such damage

- occurs during fuelling or greasing, or while checking or changing oil, oil filter, air filter or liquids, changing the battery, sparking plugs or breaker points, or removing or fitting the propeller; or
- is discovered only after the boat has been delivered to the customer.

2.3 The insurance covers damage caused to a boat or any of its parts while being moved or lifted only if such damage

- is caused inside the repair shop, within the area of the dock or repair shop or an area directly connected to it, or between the above-mentioned area and the nearest boat ramp;
- is caused by fall from a lifting apparatus or other equipment. The insurance does not cover any other damage to the boat or any of its parts caused by lifting;
- is caused when moving the boat by its own engine power because of maintenance, repair, installation, or the test drive, pick-up or return of a boat during work.

2.4 The insurance does not cover loss caused by illicit use, theft or burglary, or any attempt thereat, of a boat, any of its parts or property inside the boat.

2.5 The insurance does not cover damage caused as a consequence of fire or explosion to a boat or any of its parts, or to property inside the boat.

2.6 The insurance does not cover losses to a boat which is in the policyholder's consignment stock, which the policyholder is planning to sell or which is comparable to the policyholder's fixed assets regardless of who owns the boat.

324 Lessee's liability

1 Coverable losses

Contrary to the terms and conditions of Commercial General Liability Insurance (VA 01) and the general terms and conditions of Global Liability Insurance (VA 11 and VA 12), under "Property in use" and "Damage caused to property being handled by or in the care of the insured party", the insurance covers a loss that has been caused to apartments or the apartments' movable property either leased or held by the insured party.

Contrary to the exclusion clause "Road accident", the insurance also covers a road accident caused to the insured party's leased real estate property that is not covered by motor liability insurance.

This insurance is secondary to the real estate's fire insurance.

2 Exclusions

2.1 The insurance does not cover a loss insofar as the indemnification liability is solely based on an agreement, commitment, promise or guarantee.

2.2 No compensation will be made for loss of or damage to a leased object caused by wear and tear, rusting, corrosion, smell, spoiling, moulding, rotting, the spread of fungus, material fatigue or other equivalent gradual phenomenon.

2.3 The insurance does not cover a loss caused by design, foundation, installation or construction error or neglected maintenance.

3 Safety regulations

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 the safety regulations, any compensation payable to him/her may be reduced or disallowed under clause 6.3 of the General Terms of Contract.

3.1 Oil tanks and related oil pipelines of a building must for the first time be checked in their tenth year of use, and after this steel tanks must be checked every five years and other tanks every ten years. Heating oil must be removed from tanks which are no longer in use, the equipment must be neutralised and the feed connection must be removed before the beginning of the subsequent heating period.

3.2 When using water pipes and sewers, the user must keep a constant watch to ensure that the water flows into the sewer and there are no sewer blockages.

The sum insured per incident and during the insurance period is EUR 50,000 in total.

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

Contrary to clauses 3.2.2 and 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage to property being handled by or in the care of the policyholder during an activity specified in the insurance policy.

However, this special clause cannot be applied to compensate for losses to property leased by the policyholder or to property that

is comparable to fixed assets used by the policyholder by some other arrangement.

331 Patient's property

Contrary to clause 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage to a patient's property being handled by or in the care of the policyholder.

332 Property in storage

Contrary to clause 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage to clothing and personal utility items given for storage, provided that the storeroom is continually attended to by appointed persons. The maximum indemnity amounts to EUR 2,000 per claim and the deductible is EUR 100 for each claim

333 Moving a motor vehicle

Contrary to clause 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage caused by the driver's negligence to a customer's motor vehicle accepted for storage when the vehicle is being moved within the place of storage, or outside it when the motor vehicle is moved into or out of the place of storage, provided that the vehicle is moved by a person assigned to the task and holding an appropriate driving licence.

334 Water transport

Contrary to clause 3.2.14 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers losses caused by the use of a craft or vessel subject to registration.

335 Drone

Contrary to clause "Loss caused by use of watercraft or aircraft" in the general terms and conditions of Commercial General Liability Insurance (VA 01) and clause "Watercraft and aircraft" in the general terms and conditions of Global Liability Insurance (VA 11 and VA 12), the insurance also covers damage caused in the operations specified in insurance policy by use of drones (RPAS, Remotely Piloted Aircraft System).

The following preconditions must apply:

- gross takeoff weight does not exceed 20 kg including any load, equipment and fuel
- the drone is not jet propelled
- the drone is in commercial use only
- all required permissions have been obtained in writing and all applicable laws and regulations are followed
- the required education and certificates needed for operating the drone have been acquired and kept valid and up-to-date
- remote piloting is done within the Visual line of sight (VLOS).

Definition: Visual line of sight (VLOS) is a distance no greater than 500 meters from the remote pilot, in which the remote pilot maintains a direct visual contact with the remotely piloted aircraft.

On the basis of this special clause, the insurance covers only bodily injury and property damage caused by the use of drones. The insurance does not cover any other type of loss, for example claims based on violation of privacy, pure financial loss or environmental damage. Furthermore, this insurance does not cover any loss insofar as the liability is based on a contract or other obligation, unless the liability would be incurred even without such an obligation.

The aggregate maximum amount of all indemnities paid for losses during one insurance period, including any expenses incurred

due to loss prevention, investigations, negotiations, interest payments and legal proceedings, is the sum insured indicated in the insurance policy.

In other respects, the general terms and conditions of the Commercial General Liability Insurance (VA 01) or Global Liability Insurance (VA 11 and VA 12) and the content of the insurance policy apply.

Geographical scope: the scope indicated in the insurance policy, however excluding USA and Canada.

340 Guarding and security services

Contrary to clause 3.2.3 of the terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers loss caused to property subject to guarding and security services as referred to in the Private Security Services Act.

Loss caused by theft, burglary, disappearance, fire or liquid leakage, or by changes in the storage temperature of products or by machinery breakdown will only be compensated to the extent that the insured party's negligence has increased the amount of loss. If the insured party has caused the loss deliberately or through gross negligence, clause 3.2.22 of the Commercial General Liability Insurance, VA 01, will be applied (Loss caused wilfully or through gross negligence).

343 Blasting

Contrary to clause 3.2.15 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers loss caused by blasting or quarrying or by any consequential subsidence or landslide.

In losses covered by this special clause, the sum insured stated in the insurance policy is the upper limit of the insurance company's liability for material damage during one insurance period.

345 Cemetery

Contrary to clause 3.2.4 of the general terms and conditions of Public Corporation's Liability Insurance, VA 07, and clause 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage caused to a third party's property in the care of a cemetery.

348 Farmer's holiday substitutes

Contrary to clauses 3.2.2 and 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage caused by a farmer's holiday substitute to property he/she is handling while performing his/her duties. The maximum indemnity per each claim amounts to EUR 50,000.

350 Loss caused to a third party in consultancy

Contrary to clause 3.2.8 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance covers bodily injury and material damage caused to a party other than the policyholder's contracting party by an error, deficiency or omission in research or measurement results, calculations, drawings, work specifications or descriptions, advice or instructions given to a third party party within the insured consultancy.

In order for this extension to be valid, the policyholder must have a valid professional indemnity insurance policy with us.

354 Stowage operations

Contrary to clauses 3.2.2 and 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage caused to goods being stowed. The

deductible accounts for 25% of the loss amount, but a minimum of EUR 2,000 or a higher deductible specified in the insurance policy.

362 Fixed-term insurance

Instead of clause 3.1 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the following clause shall apply to fixed-term insurance:

The insurance covers bodily injury or material damage caused to a third party in the activity specified in the insurance policy, for which the policyholder is liable in accordance with current legislation, provided that the liability is based on an act committed or omission that occurred during the insurance period.

371 Log floating

The insurance does not cover any log-floating damage/loss referred to in the Water Act.

372 Travel agency

Special clause 1

1 Special clause 1 extends the scope of cover for the below-mentioned sections of the general terms and conditions of Commercial General Liability Insurance, VA 01, in cases where the policyholder in the capacity as a tour operator is liable, in accordance with the Act on Packages and Linked Travel Arrangements, to pay damages for a loss incurred by a passenger caused by the carelessness of the policyholder or another entrepreneur assisting the policyholder in the fulfilment of his/her agreement. However, the insurance is valid only for the benefit of the policyholder.

1.1 Territorial scope

Contrary to clause 2 of the terms and conditions of Commercial General Liability Insurance, VA 01, the insurance is valid throughout the world. The insurance does not cover liability for damages which is based on U.S. or Canadian legislation in force or is being handled in court in the USA or Canada.

1.2 Property kept in storage

Contrary to clause 3.2.3 of the terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage to passengers' property accepted for storage, up to EUR 2,000 for each passenger who has suffered loss.

1.3 Product liability

Contrary to clause 3.2.4 of the terms and conditions of Commercial General Liability Insurance, VA 01, the insurance covers bodily injury or material damage caused by a product handed over to a passenger on a package tour. The general terms and conditions of Product Liability Insurance, VA 02, apply to losses within the scope of cover of this special clause.

1.4 Ownership and possession of real estate

Clause 3.2.13 of the terms and conditions of Commercial General Liability Insurance, VA 01, shall not apply to this insurance.

1.5 Use of watercraft

Contrary to clause 3.2.14 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers loss caused by the use of a craft or vessel subject to registration.

1.6 Traffic accident

Contrary to clause 3.2.18 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance

also covers loss caused by the use of a motor vehicle in traffic. However, the insurance covers the loss only to the extent that it is proven that no compensation is paid under any policy covering either the vehicle that caused the loss or its use in traffic.

1.7 Right of recovery

The policyholder shall assist Pohjola Insurance or A-Insurance in recovering from any other party liable for damages any compensation Pohjola Insurance or A-Insurance has paid for the loss and to submit the necessary information and documents required in order for the right of recovery to be fulfilled.

In other respects, the general terms and conditions shall apply. The exclusions specified therein shall also apply to losses, indicated in this special clause, which are caused by another entrepreneur whose services the policyholder has used when fulfilling his/her agreement and for which the policyholder in the capacity as a tour operator is liable under the Act on Packages and Linked Travel Arrangements.

Special clause 2

Contrary to the general terms and conditions of Liability Insurance for Financial Loss, VA 03, the insurance does not cover

- loss or inconvenience caused by delayed transport of luggage; or
- price reduction or any other expenses incurred by the policyholder in rectifying an error.

374 Real estate management

Contrary to clause 3.2.3 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance also covers damage to real estate or its equipment taken under management, in which case the policyholder's deductible is triple the amount of the deductible specified in the policy. The insurance does not cover any liability of the owner of the real estate taken under management.

375 Interruption or malfunction

1. The insurance covers bodily injuries or material damage for which the policyholder or insured party is liable under the law.

2. Exclusions

2.1 The insurance does not compensate damage or loss caused by an interruption in the supply or distribution of electricity, gas, heat or water.

2.2 The insurance does not compensate for damage or loss caused by voltage fluctuations permitted by the applicable standard.

2.3 The insurance does not cover damage or loss, originating with a storm, flood or lightning or equivalent natural phenomena, caused by

- damage to or breakage of electrical or neutral conductor
- interruption in the supply or distribution of electricity, gas, heat or water
- or other similar disturbance.

2.4 The insurance will not compensate damage or loss caused by interruption in telephone or data communication.

2.5 The insurance will not compensate damage or loss caused by malfunction of an alarm or monitoring instrument.

2.6 The insurance will not compensate damage or loss caused by undersize pipes, cables or other equipment or the fact that the machinery and equipment used in the installation do not conform with the reliability or safety regulations.

2.7 The insurance will not compensate the right to withhold payment or price reductions.

380 Audit

A company's liability insurance for financial loss is only valid provided that an authorised public accountant or a chartered accountant works in the company management.

384 Event organiser

The insurance does not cover losses caused at a public event which must be reported in writing to the police of the assembly location in accordance with the Assembly Act.

392 Commercial product liability

The insurance covers bodily injury and material damage caused by a product delivered to a third party in the insured operations, which the policyholder shall compensate as the seller of the product on the basis of the Product Liability Act or Chapter 5, Section 21 of the Consumer Protection Act, or which the policyholder is liable to compensate as the lessor or as the manufacturer of the product manufactured in the business location used for the insured operations.

On the basis of this special clause, the insurance also covers bodily injury and material damage caused by a product sold by the policyholder if the policyholder's liability for damages is based on the policyholder's erroneous action as the product's seller.

The general terms and conditions of Product Liability Insurance, VA 02, apply to losses within the scope of cover of this special clause.

393 Product liability in restaurant business

Contrary to clause 3.2.4 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance covers bodily injury and material damage caused by a product offered to a third party in the insured operations, which the policyholder is liable to compensate only in the capacity as a manufacturer or seller of the product.

The general terms and conditions of Product Liability Insurance, VA 02, apply to losses within the scope of cover of this special clause.

394 Product liability in installation and construction industry

Contrary to clause 3.2.4 of the general terms and conditions of Commercial General Liability Insurance, VA 01, the insurance covers bodily injury and material damage caused by a product resulting from normal installation or construction work carried out at the construction site or inside the building project and delivered to a third party, which the policyholder is liable to compensate in the capacity as a manufacturer of the product.

The general terms and conditions of Product Liability Insurance, VA 02, apply to losses within the scope of cover of this special clause.

395 Labour market training

This special clause extends the scope of liability insurance cover in such a way that the insurance covers a student's personal liability for damages if he/she, during on-the-job training/practical work

training, causes bodily injury or material damage to the employer or another third party through more than slight negligence.

With respect to bodily injury or material damage caused to a third party, indemnity will be paid provided that the employers liability insurance does not cover such injury or damage. In other respects, the valid terms and conditions of Commercial General Liability Insurance, VA 01, shall apply.

In order for this extension to be valid, the policyholder must have a valid trainee insurance (Työharjoittelijavakuutus), ES 14, taken out with us to provide cover for property at the training location concerned.

396 Company in the care sector

Based on this insurance cover extension, the insurance covers, according to the insurance terms and conditions, any personal injury or material damage caused to a third party and detected during the insurance period, for which a person in the policyholder's care is personally liable under the law in force. A further condition for indemnity is that the insured person was under care of the policyholder's company when causing the injury or damage.

In case of loss or damage, this extension to Commercial General Liability Insurance (VA 01) provides secondary insurance cover after any other liability insurance from which compensation can be claimed (for example, a child's home insurance).

Those insured

Persons under the policyholder's care.

Exclusions

However, this coverage does not extend to:

- injury to policyholder or property which was in the possession of, borrowed by or otherwise used by the policyholder
- injury to the policyholder's employee or the equivalent (for example, a trainee or temporary agency employee), or damage to property which was in the possession of, borrowed by or otherwise used by said person
- damage caused to another insured person
- loss or damage caused wilfully, unless the child causing the damage was under 12 years of age or in such a state of mind that he/she could not have been sentenced for a crime
- any loss or damage for which other person than the insured is liable
- loss or damage caused by the insured to his/her family member or to the family member's property or to property which was in the possession of, borrowed by or otherwise used by the family member.

Other insurance terms and conditions

In other respects, the terms and conditions of Extrasure Family liability insurance are applied.

Geographical scope Finland

Sum insured EUR 170,000 per incident and as a maximum total during the insurance period.

Deductible EUR 150 per damage.

Pooling our resources.

