



Commercial General Liability Insurance

VA 01

General insurance terms and conditions 1 January 2019 (Does not include product liability)

332364e 6.19

This is a translation of the original Finnish terms and conditions, which takes precedence should there be any difference between the original and the translation.

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 section 3.1 and other expenses specified separately in the terms and conditions
- investigate the grounds for and amount of indemnity
- negotiate with the claimant
- handle court proceedings or pay legal expenses if the indemnity issue is subjected to legal proceedings.

The insurance covers the business activities practised by the policyholder which were notified to the Insurance Company when the insurance was taken out and which are recorded in the insurance policy (insured activity).

2 Territorial scope

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

The insurance is valid throughout the world with regard to losses occurring during a sales or purchase trip or when taking part in a conference or trade fair.

3 Coverable losses and related exclusions

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 sustained by policyholder

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

3.2.2 Property in use

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.

3.2.4 Product liability

The insurance does not cover any loss caused by a product delivered to a third party.

3.2.5 Products sold or handed over

The insurance does not cover any loss caused by

- 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 shortcomings in plans, research or measurement results, calculations, drawings, work specifications or reports or advice or instructions pertaining to a product and given to a third party.

3.2.9 Environmental damage, various discharges or disturbances

The insurance does not cover any loss caused by

- 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 due to such measures, see clause Prevention costs.

3.2.10 Costs incurred by the authorities in cases of environmental damage

The insurance does not cover expenses from prevention and reinstatement measures incurred by the authorities under section 6(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 loss caused by

- 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.

However, the insurance does not cover any loss incurred due to flooding caused by a planning, measurement or construction defect in water pipes or sewers.

If the damage was caused by the policyholders 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 loss caused by

- use of craft or vessel subject to registration, unless the use is connected with work performed by the policyholder for the policyholders 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 landslip.

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 Finnish Data Protection Act or EU's General Data Protection Regulation (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 are not compensated by motor liability insurance as specified in section 40(2) of the Motor Liability Insurance Act, causing damage to the property that belongs to the vehicle's owner or keeper and 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

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

The insurance does not, however, cover

- damage to the property that was being hoisted, towed or transported by the insured party.
- damage to the insured party's property or property specified in clause 3.2.2.
- personal injury insofar as it is covered by a policy based on the Workers' Compensation 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, mould or bacteria on or within a building or other structure.

3.2.20 Loss caused by tobacco

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

3.2.21 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.

3.2.22 Loss caused wilfully or through gross negligence

The insurance does not cover any loss caused wilfully or through gross negligence (see clause 7 of the General Terms of Contract, YL).

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.

3.2.23 Loss caused by defamation of character or invasion of privacy

The insurance does not cover any loss caused by defamation of character or invasion of privacy.

3.2.24 Fines

The insurance does not cover fines or other similar sanctions.

3.2.25 Loss caused by known risk of loss

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.

3.2.26 Loss caused by 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.

3.2.27 Other liability insurance policies

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.

4 Safety regulations

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 (YL), section 6.1).

4.1 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 7.7).

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.

4.2 Waterproofing

This clause refers to such construction and renovation work in which rainwater or thaw insulation is missing or in which such insulation is being constructed, replaced or repaired (for deductible, see clause 7.7).

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.

4.3 Excavation and earthmoving

This condition concerns all excavation and earth-moving work (as to the deductible, see VA 04, 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.

5 Claims settlement

5.1 Insurance Company's obligations

The Insurance Company must investigate whether the policyholder is liable to pay damages for any reported loss covered under the insurance, for the part exceeding the deductible, and must 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 coverable under the insurance, 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 will the Insurance Company be under any obligation to conduct further investigations into the matter.

5.2 Policyholder's obligations

The policyholder must

- participate in the investigation into the loss at his own expense
- provide the Insurance Company with all information, documents and other material in the policyholder's possession relevant to the claims 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.

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 such legal proceedings have been brought to the policyholders attention.

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

- the loss report has been submitted before the statement of defence is given and
- the legal representative is approved by the Insurance Company.

If the legal proceedings also concern other issues, the insurance will cover only the portion of the expenses incurred due to the claim covered by the insurance.

The Insurance Company always has the right to assume the policyholder's defence at the legal proceedings.

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 covers only the part of the loss that corresponds to the policyholders share of the liability. If no other grounds exist, the indemnity is paid per capita.

7.2 Loss prevention costs

7.2.1 Costs incurred due to preventing risk of an impending loss

The insured is under obligation to prevent or limit the loss from an impending or actual insurance event (see General Terms of Contract YL section 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.

7.2.2 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 7.2.1 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 policyholders 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.

7.2.3 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 liability insurance (see clauses 7.2.1 and 7.2.2 above).

7.3 Investigation and legal expenses

The insurance also covers reasonable and necessary expenses incurred in investigating the loss, but not the investigation expenses for which the policyholder is liable under the insurance terms and conditions or on which have not been specifically agreed with the Insurance Company.

Legal expenses are covered as specified in clause 6 above.

7.4 Maximum indemnity

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.

7.5 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.

7.6 Deductibles

For each and every loss, the policyholders 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.

7.7 Special deductibles

In cases of loss resulting from hot work, waterproofing, vibration or from a lost key, the policyholders deductible accounts for 10 % of the loss amount but no less than EUR 3,000 and no more than EUR 20,000, or the amount of deductible, if greater than that, specified in the insurance policy.

Leakage and flooding caused by pipelines and sewers serving the community

If leakage or flooding losses have been caused by a water supply, rainwater drain, sewer or heating pipe system or similar pipe system that serves the community, a special deductible is subtracted from the loss amount as shown in the table below.

Age of pipes	Deductible %
20–30 years	20 %
Over 30 years	40 %

The age of any cables, pipes or other equipment is calculated as of the beginning of the calendar year following the year they were installed or renewed.

For each loss, however, the policyholder has at least the deductible specified in the insurance policy.

8 Calculating the insurance premium

If, due to the nature of the policyholders business, the insurance premium can only be estimated in advance, the final premium will be determined after the expiry of the insurance period, when the difference between the final premium and the advance premium must be paid immediately by or to the policyholder.

If the policyholder does not, within one month, provide the Insurance Company with the information it has requested for the purpose of calculating the final insurance premium, the Company will be entitled to setting the final premium at an amount it considers reasonable.

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. Loss report forms are also available from our offices. 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 6.2, 10.2 and 10.3 of the General Terms of Contract, YL.

Pooling our resources.

