

This is a translation of the original Finnish insurance Terms and Conditions 'Maa- ja metsätalouden vastuuvakuutusehdot'. In case of discrepancy, the Finnish wording prevails.

The content of this Liability Insurance comprises the Policy Document, these terms and conditions and the General Terms and Conditions.

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1 Insured persons and validity of insurance

The Policyholder and any persons permanently and actually living in their household according to the population register authority as well as any persons who own forest or practise agriculture jointly with the Policyholder are insured in this insurance.

The insurance covers the Insured's liability for damages caused in forestry or small-scale agricultural activities, provided that such activities do not fall under agricultural activities constituting the Insured's main source of income.

The insurance is valid in Finland.

2 Insurance covers

The insurance includes those covers that are indicated in the Policy Document.

2.1 Liability cover

The insurance covers sudden bodily and property damage caused by the Insured to another person, noticed during the validity period of the insurance, and for which the Insured is liable to pay compensation according to the legislation in force.

2.2 Extensive liability cover

The insurance covers sudden and unforeseen property damage or bodily injury caused by the Insured to another party and discovered during the validity period of the insurance if the Insured's act or negligence has a causal connection to the occurrence of damage or injury or if the damage or injury has been caused by an object owned by the Insured (e.g. device or animal) and the injured party cannot be considered liable for the damage or injury.

3 Exclusions of insurance coverages

The Insurance does not cover loss, damage or injury:

- 1) caused to the Policyholder itself or other Insured Persons
- 2) which is caused in connection with a fight, assault or other crime
- 3) for which the Insured is liable solely on the basis of an agreement, commitment or promise, and liability to compensate would not exist without these commitments. These include, for example, damage, defects or deficiencies detected in the object of trade.
- 4) which is caused by
 - the use of a sailing boat, registered boat or ship
 - the use of a jet ski
 - the use of an aircraft
 - the use of a vehicle in accordance with section 2 of the Finnish Motor Third Party Liability Insurance Act or equivalent foreign legislation, in traffic under the Motor Third Party Liability Insurance Act.

Neither does the Insurance cover damage to the above-listed means of transport themselves, caused in said situations.

- 5) caused by a defect in workmanship or installation. This exclusion does not apply if the Insured has made an error in workmanship or installation concerning their own or their close relative's property, and this work does not require special qualifications according to the law or regulations, such as electrical and plumbing work.
- 6) caused to property that has been in the Insured's possession or that the Insured has taken possession of to manufacture, install, repair, transport, store or otherwise handle or take care of
- 7) caused to movable property that the Insured or another person acting on the Insured's behalf has rented or borrowed from another private person
- 8) caused through wear due to ordinary use or inappropriate care of the property
- 9) caused by water being prevented from entering the floor drain or drainpipe
- 10) caused to permanent fixtures in an owner-occupied flat or detached house used as the Insured's and his/her family's home. Permanent fixtures of a flat refers to property for whose maintenance the flat owner is responsible under Section 4, Subsections 2–3 of the Finnish Housing Companies Act (1599/2009), and redecorating and refurbishing of the premises.
- 11) caused by the Insured performing service, maintenance or repair work for the housing corporation or joint-stock property company. This exclusion does not apply to damages caused by the Insured while carrying out the above-mentioned work in the yard of their own detached house belonging to a housing company or in an adjoining area, for which the shareholders of the housing company are jointly liable.
- 12) caused by humidity or mildew, which is a result of a permanent circumstance such as a construction method, defective planning, installation or construction, or some other characteristic of a building or structure
- 13) caused by the breakdown of steel oil storage tanks and their pipework unless the tanks have been inspected by an expert service shop at least every 10 years or the measures and repair work suggested by the inspection have not been performed. Storage tanks located in groundwater areas must be inspected at least every five (5) years.
- 14) caused by a cause which is compensable on the basis of a special Act, guarantee, obligation, or other insurance, or from public funds
- 15) caused by an animal to its carer or a member of the carer's household, or for which someone other than the Insured is liable. Carer refers to a person under whose supervision the animal is. However, the exclusion does not apply to bodily injury.
- 16) caused by an animal to its owner, co-owner or a member of their household
- 17) caused to an animal care facility or its employee, or a person caring for the animal for compensation, or to a person living in the same household, or to their property,
- 18) caused by the growing of narcotic plants.

4 Compensation

4.1 Basis for compensation

The covered loss or damage must be sudden and the loss (damage) must be determined within one (1) year from the date on which the loss was caused.

This insurance also covers the necessary expenses arising from the prevention of imminent loss or damage covered by this liability insurance and the settlement of liability. Lawyer's fees and legal expenses are covered in accordance with clause 5.1.

Damage caused by a child will be compensated, even though the child is not liable due to their age. The scope of compensation is determined as if the damage was caused by a child that has reached the minimum age for liability. Damage caused by an under 12-year-old, even when caused intentionally, will be compensated.

4.1.1 Exclusions

The insurance does not cover expenses arising from the correction or redoing of incorrect or incomplete work.

The insurance does not cover fines, contractual penalties or other comparable sanctions.

The insurance does not cover financial losses which are not caused by bodily injury or property damage.

4.2 Determination of compensation

The indemnification regulations are followed in determining compensation.

In the case of bodily injuries, compensation for medical expenses is paid in accordance with the charge according to the general tariff of public health care. Medical expenses as a result of damage caused to the pet are covered to the maximum amount of EUR 2,000. In the event of death, the value of the pet is covered. Any decrease in the value of a pet is not covered.

As regards other animals, medical expenses are covered up to the value of the animal, and in the event of death, the value of the animal is covered.

If the party suffering loss has contributed to the loss or damage, the policy covers only the part of the loss that corresponds to the Insured's contribution as a party causing damage.

If several persons are jointly and severally liable for the same loss, the policy covers only that part of the loss which corresponds to the Insured's contribution as a party causing damage, or the benefit received by the Insured from the loss or damage. Unless the Insured otherwise demonstrates, the insurance covers no more than that part of the total loss determined on the basis of the number of persons who caused the loss or damage.

The sum insured stated in the Policy Document is the maximum limit of the Insurance Company's liability per insured event. Loss or damage resulting from one and the same act or omission is considered one insured event. The deductible stated in the Policy Document is deducted from the amount of loss covered by the insurance for each insured event.

The deductible and other deductions are made from the compensation in the following order:

- the amount of possible tax
- deductible
- any deductions based on the actions of the Insured

No deductible is deducted from costs arising from the prevention of loss or the reduction of its extent.

If several insured objects are compensated on the basis of the same insured event and there are different deductibles, only the highest of these is subtracted.

5 Measures to be taken after occurrence of loss or damage

The Policyholder must reserve the Insurance Company the opportunity to inspect the loss or damage and to contribute towards its amicable settlement.

The Insurance Company will find out whether the Insured is liable to pay compensation and will negotiate with the claimant, if no exclusions are applied to the loss or damage. If the Insured pays the compensation, agrees on payment or accepts the claim, this is not considered binding on the Insurance Company, unless the amount of, and grounds for, compensation are clearly valid.

If the insured event leads to a trial, the Policyholder must immediately notify the Insurance Company of this.

If the Insurance Company notifies the Insured that it is prepared to agree with the injured party on compensating the loss or damage incurred within the limits of maximum liability, but the Insured does not agree to this, the Insurance Company is not liable to compensate for additional costs arising after this, nor to investigate the matter any further.

5.1 Compensation of lawyer's fees and legal expenses

The insurance covers necessary and reasonable lawyer's fees and legal expenses.

Compensation of lawyer's fees and legal expenses requires that:

- the claim is related to an insured event eligible for compensation under the insurance terms
- the Policyholder immediately notifies the Insurance Company if settling the damage requires the use of an external lawyer or will lead to a trial
- the claim report is made to the Insurance Company before legal proceedings begin
- the Insurance Company has had the opportunity to appoint an advocate or other lawyer to represent the Insured.

6 Calculating the insurance premium

Premiums for liability insurance shall be calculated according to the personal qualities of the Policyholder, the Insured, or the possessor of the Insured Interest, such as age, the number of the Insured, the place of residence and the living environment, as well as the insurance and claims history, the Insured Interests and their purpose of use, the scope of cover, and the amount of the deductible.

The insurance provider reserves the right to review the premium at the end of each insurance period based on changes in the age of the Insured Interests, the Policyholder and members of their family, the Insured or the holder of the Insured Interests. In such cases, the premium is adjusted based on the change in the statistical risk of loss or damage that corresponds to the change in age.

When the effect of age on the risk of loss or damage changes, the insurance company has the right to adjust the premium so as to better reflect the level of risk.

Other circumstances in which the insurance provider can review the premium are listed in the General Terms and Conditions.