

This is a translation of the original Finnish insurance Terms and Conditions 'Järjestön jäsenen vastuuvakuutusehdot'. In case of discrepancy, the Finnish wording prevails.

The content of the Liability Insurance for Organisation Members comprises the Insurance Contract, these terms and conditions and the General Terms and Conditions.

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1 Insured and validity of insurance

The Insured are the members of the organisation that has taken out the insurance, as specified in the Policy Document or Insurance Contract.

The insurance is valid in Finland.

The insurance only covers damage discovered during the validity of the insurance.

2 Insurance protection

The insurance covers sudden damage caused to another party in the activities specified in the insurance policy or contract, for which the insured is liable under applicable law.

The insurance covers personal injuries, property damage and financial loss, or part thereof, as specified in the Policy Document or Insurance Contract.

3 General exclusions

The Insurance does not cover loss, damage or injury:

- 1) caused to the Insured themselves or any person living permanently in their household. A person's place of residence is considered to be the address entered in the register maintained by the population register authority;
- 2) caused to a person in the service of the Insured or to an equivalent person, insofar as they are entitled to compensation from statutory Workers Compensation or Motor Third Party Liability insurance;
- 3) caused to a patient, insofar as it concerns a personal injury eligible for compensation under the Patient Insurance Act;
- 4) 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;
- 5) caused by an error or inaccuracy of which the Policyholder or the Insured was aware or should have been aware when the insurance came into force;
- 6) caused to property which, at the time the act or neglect causing the event occurred, was
 - in the possession of the Insured, borrowed by the Insured, or otherwise at the disposal of the Insured;
 - under manufacture, installation, safekeeping, transport, or otherwise handled, taken care of or used in operations by the Insured or another party on behalf of the Insured;
 - subject to the duty of protection or loss prevention, considering the nature or the immediate sphere of influence of the Insured's operations or work which caused the damage;
- 7) which is caused by
 - the use of a vessel or boat subject to registration or the use of a sailing boat, unless such use is connected with work carried out on the Insured's own account;
 - the use of an aircraft in aviation with the Insured being liable to pay compensation for damages as the owner, possessor or user of the aircraft, or as a person performing a task on board the aircraft or as such person's employer;
 - the use of a vehicle in accordance with section 2 of the Finnish Motor Third Party Liability Insurance Act in traffic under the Motor Third Party Liability Insurance Act or equivalent foreign legislation.

The Insurance does not cover damage to the above-listed means of transport themselves;

- 8) caused by a miscalculation in connection with cash transactions;
- 9) caused by pilotage;
- 10) for which the liability of the Insured is based on membership of a Board of Directors or Supervisory Board;
- 11) caused by activities other than those specified in the insurance application or stated in the Policy Document.

4 Compensation

Compensation is determined in accordance with the Damages Act.

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.

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.

Damage caused by another person in the course of their work, official duties or other activities is compensated in accordance with this insurance to the amount that the Insured is obliged to pay to their employer for the damage caused to or compensation paid by the employer in accordance with the Damages Act or the Employment Contracts Act.

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 proves otherwise, the policy covers no more than the part of the total loss determined on the basis of the number of the people involved.

The sum insured stated in the Policy Document or Insurance Contract is the maximum limit of the Insurance Company's liability per insured event. Damages arising from the same act or neglect are considered to be a single insured event, irrespective of whether they have been discovered during one or more insurance periods. If such damages are discovered during different insurance periods, they will be considered to have occurred during the insurance period in which the first damage was discovered. The deductible stated in the Policy Document or Insurance Contract is deducted from the amount of loss covered by the insurance for each insured event.

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

The insurance does not cover fines or similar sanctions.

5 Measures to be taken after occurrence of loss or damage

The Policyholder must afford 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 for the reported event and will negotiate with the alleged injured party. 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.