

**PRIVATE PERSON'S LIABILITY INSURANCE TERMS AND CONDITIONS  
CONDITION YVA 500.14, valid as of 1 January 2019**

This is a translation of the original Finnish insurance terms and conditions 'Yksityishenkilön vastuuvakuutusehdot'. In case of discrepancy, the Finnish wording prevails.

The overall private person's liability Insurance cover comprises the contents of the contract agreed upon in the Policy Document, the Terms and Conditions of the Private Person's Liability Insurance and the General Terms and Conditions.

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**1 THE INSURED AND VALIDITY OF THE INSURANCE**

The Insurance covers the Policyholder and any persons living permanently in the Policyholder's household.

The address entered in the register of the population register authority is considered the Insured Person's place of residence.

If the Policyholder is deceased or the Policyholder is an estate, the Insured Persons are the family members

- who, at the time of the death of the Policyholder, lived permanently in the Policyholder's household
- who do not have their own insurance and
- who still live at the same address.

The Insured Persons also include the shareholders of an undivided estate in claims concerning the ownership, possession or use of the insured interest of this home insurance, unless they have their own liability insurance policy.

The Insurance is valid worldwide temporarily, for a maximum period of one (1) year.

If the Insured Person's permanent place of residence is not in Finland, the Insurance is valid in Finland only.

**2 INSURANCE COVERS**

The insurance includes the covers stated in the Policy Document.

**2.1 Liability cover**

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

**2.2 Extended liability cover**

The Insurance covers sudden and unforeseen bodily injury or property damage caused by the Insured to another person, if the Insured's act or negligence has a causal connection with the occurrence of injury or damage, or if the occurrence has been caused by property owned by the Insured (such as a device or animal), and the injured party him/herself cannot be deemed to have caused the injury or damage.

**2.3 Cover against liability during travel**

The Insurance covers sudden and unforeseen bodily and property damage caused by the Insured to another person during travel, for which the Insured is liable to pay compensation according to the legislation in force in the country in question.

Journey refers to a journey to a destination outside the Insured Person's daily sphere of activities, which comprises travelling to the destination, sojourn there and return (such as a holiday trip). A journey does not comprise ordinary travel related to matters such as attending to one's affairs, hobbies, visits to family and friends, or travelling to one's own holiday home or place of work or study.

**3 EXCLUSIONS**

The Insurance does not cover loss or damage

- 1) caused to the Policyholder itself or other insured persons
- 2) caused by the participation of the Insured in a game or other activity which requires physical contact, or which, according to general experience, could otherwise cause bodily injury or property damage to a participant
- 3) incurred through a fight, assault and battery, or other criminal offence
- 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. These include, for example, damage, defects or deficiencies detected in the object of a real estate deal.
- 5) caused by
  - the use of a sail boat, registered boat or ship
  - the use of a jet ski
  - the use of an aircraft
  - the use of a motor vehicle or other engine-powered machine in traffic under the Finnish Motor Third Party Liability Insurance Act or equivalent foreign legislation.

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

- 6) which the Insured causes while practicing a profession, for obtaining income or for gainful purposes in general, or to the property that is connected with the gainful employment or practical training of one of those Insured under this Insurance, such as property which belongs to the employer (for example, a company car or phone)
- 7) relating to an investment apartment owned by the Insured
- 8) caused by a defect in workmanship or installation
- 9) 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
- 10) caused to movable property that the Insured or another person acting on the Insured's behalf has rented or borrowed from another private person
- 11) caused through wear due to ordinary use or inappropriate care of the property
- 12) caused by shower or bath water being prevented from entering the floor drain
- 13) caused to permanent fixtures in an owner occupied or rented flat or a rented house used as the Insured's and his or 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 flat.
- 14) caused by the Insured performing service, maintenance or repair work for the housing corporation or joint-stock property company
- 15) 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
- 16) for which the Insured is liable as the owner or occupant of the property, unless the majority of the property is in the Insured's use
- 17) 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.
- 18) caused by a cause which is compensable on the basis of a special Act, guarantee, obligation, or other insurance, or from public funds.
- 19) caused by the growing of narcotic plants.

**4 COMPENSATION**

**4.1 Basis for compensation**

The loss coverable by the Insurance must be sudden and unforeseen. The loss is considered sudden when it has been caused suddenly and the loss (damage) is 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.

Damage caused by a child will be compensated, even though the child is not liable due to its 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.

However, the Insurance does not cover property damage caused by the child to his or her carer, or to another person belonging to the carer's household, nor does the Insurance cover damage for which the carer or someone other than the Insured is liable. Carer refers to a person under whose supervision the child is.

**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.

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**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, only the value of the pet is covered.

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

The Insurance does not cover property damage caused by an animal to its carer or another person belonging to the carer's household, nor does the Insurance cover damage for which the carer or someone other than the Insured is liable. Carer refers to a person under whose supervision the animal is.

If the party suffering loss has contributed to the loss or damage, the policy covers only the part of the loss which 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 substantiates otherwise, the policy 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.

In each insured event, the limit shown in the Policy Document is the maximum of the Insurance Company's liability for compensation. 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.

**5 MEASURES TO BE TAKEN AFTER AN INSURED EVENT**

The Insured must afford the Insurance Company the opportunity to inspect the loss or damage, and the possibility to contribute towards an 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.

The Insured must inform the Insurance Company without delay if the insured event leads to a trial.

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.

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**6 CALCULATING THE INSURANCE PREMIUM**

Premiums for the private person's liability insurance shall be calculated according to the personal qualities of the Policyholder, the Insured, or the possessor of the Insured Interest. Such qualities shall include age, the number of Insured, the place of residence and 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 company is entitled to adjust the premium at the turn of the insurance period on the basis of a change in the age of the insured interest, the Policyholder, his/her family members, the Insured or the possessor of the insured interest. In such a case, the premium is adjusted in accordance with 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 premium can be adjusted to better correspond to the risk.

The other cases in which the insurance company is entitled to adjust the premium are stated in the General Terms and Conditions.