

Group general liability insurance for the provider of training services VA8

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1 Insuring clause

Group general liability insurance for providers of training services covers bodily injury and property damage caused to another party in employment activities related to studying, within the territorial scope of the insurance, providing that

- the insured is personally liable for damages under applicable legislation
- the damage has been discovered during the insurance period; and
- the damage was caused in work activities as part of a period of on-the-job learning or practical training.

The insureds are the students of the training service provider who is the policyholder during the period of on-the-job training or practical training.

The liability insurance cover is limited by the sum insured, the deductible and the common exclusions as defined in section 4 of the Common terms and conditions for liability insurance VY1, as well as in the exclusions of the Group general liability insurance for the provider of training services as defined below in section 2 and any special clauses.

2 Exclusions to Group general liability insurance for the provider of training services

2.1 Loss or damage caused to self or immediate relations

The insurance shall not cover loss or damage caused to the insured, the insured's marital spouse, cohabiting partner, child or other family member or a legal entity fully or partially owned by them.

2.2 Intent and gross negligence

The insurance shall not cover loss or damage caused by the insured through intent or gross negligence.

2.3 Consequential loss

The insurance shall not cover consequential damage or loss. Consequential damage and loss refers to

- loss or damage caused by reduced or interrupted production or net sales or other loss of income
- income not obtained because a contract with a third party has expired or has not been correctly fulfilled
- any other similar loss or damage that is difficult to predict.

2.4 Motor third party liability

The insurance does not cover damage resulting from the use of a motor vehicle in traffic subject to the Motor Insurance Act (279/1959) or any corresponding foreign act.

If there is no corresponding foreign legislation, the insurance shall not cover damage resulting from the use of a motor vehicle, motor-driven equipment or power tool in traffic.

However, the insurance covers in Finland bodily injury and property damage caused to another party during loading, unloading or other work, insofar as it is not covered by motor third party liability insurance under Section 5 of the Motor Insurance Act. However, property subject to the work is not covered.

2.5 Advice or consulting activities

The insurance shall not cover any loss or damage that was caused by

- advice or instruction
- research or measurement result, calculations, drawings
- work report or plan given or drafted by the insured.

2.6 Medical malpractice

The insurance shall not cover

- patient injury stipulated in the Patient Insurance Act or Patient Injuries Act
- damage or injury relating to health care and medical treatment outside Finland.

2.7 Contractual liability

The insurance shall not cover damage or loss resulting from partial or complete neglect of contractual obligations.

The insurance shall not cover liability which is based on an undertaking by the insured to assume greater liability than would otherwise apply to the insured under current legislation in the same contractual relationship in the absence of such contractual provision.

2.8 Pure financial loss

The insurance shall not cover pure financial loss. Pure financial loss is defined in the Common terms and conditions for liability insurances VY1.

2.9 Dampness and flooding

The insurance shall not cover damage resulting from dampness or from flooding caused by rain, meltwater or drainage water.

2.10 Groundwater

The insurance shall not cover damage caused by changes in groundwater level.

2.11 Blasting and pile driving

The insurance shall not cover damage caused by blasting, quarrying, pile driving or any consequential land movement caused by such work.

2.12 Watercraft or aircraft

The insurance shall not cover damage resulting from the ownership or possession or use of watercraft or aircraft.

3 Exceptions to deductibles

3.1 Hot work

If the loss or damage is caused by hot work performed or ordered by the insured or similar, the deductible is 10% of the amount of damage, and always the minimum deductible of EUR 2,000, or more if specified in the insurance policy.

The maximum deductible is EUR 20,000 or a higher sum if specified in the policy.

Hot work involves spark-producing work and work where flames or other heat sources are used, causing a fire hazard.

3.2 Roof work

If the loss or damage is caused by roof work performed or ordered by the insured or similar, the deductible is 10% of the amount of damage, but always the minimum deductible of EUR 2,000.

3.3 Excavation work

Before starting the work, the insured must acquire a clarification of the locations of cables and pipes in the work area from the party in possession of them and observe their location during the work. Cables and pipes in the work area must be checked on site, using maps and appropriate positioning devices.

Should damage occur involving cable or pipe that is embedded in the ground, the insurance company requires written certificate from the cable or pipe owner verifying that an on-site check was performed before the work began.

Deductible in cable and pipe damage:

- If the above-mentioned certificate is not provided to the insurance company in connection with cable or pipe damage, the deductible is 25% of the amount of damage, and always the minimum of EUR 2,000, or a higher sum if specified in the insurance policy.
- If the aforementioned certificate is provided to the insurance company in connection with a cable or pipe damage, the deductible is 10% of the amount of damage and always the minimum deductible of EUR 2,000, or a higher sum if specified in the insurance policy.

In case of any dispute under these terms and conditions the original Finnish wording shall prevail.

Insurance is granted by the following mutual insurance companies in LocalTapiola Group (business ID):

LähiTapiola **Etelä** (0139557-7) | LähiTapiola **Etelä-Pohjanmaa** (0178281-7) | LokalTapiola **Sydusten** -
LähiTapiola **Etelärannikko** (0135987-5) | LähiTapiola **Itä** (2246442-0) | LähiTapiola **Kaakkois-Suomi**
(0225907-5) | LähiTapiola **Kainuu-Koillismaa** (0210339-6) | LähiTapiola **Keski-Suomi** (0208463-1) |
LähiTapiola **Lappi** (0277001-7) | LähiTapiola **Loimi-Häme** (0134859-4) | LähiTapiola **Länsi-Suomi** (0134099-8) |
LähiTapiola **Pirkanmaa** (0205843-3) | LokalTapiola **Österbotten** - LähiTapiola **Pohjanmaa** (0180953-0) |
LähiTapiola **Pohjoinen** (2235550-7) | LähiTapiola **Pääkaupunkiseutu** (2647339-1) | LähiTapiola **Savo**
(1759597-9) | LähiTapiola **Savo-Karjala** (0218612-8) | LähiTapiola **Uusimaa** (0224469-0) |
LähiTapiola **Varsinais-Suomi** (0204067-1) | LähiTapiola **Vellamo** (0282283-3) |
LocalTapiola General Mutual Insurance Company (0211034-2)

The companies' contact details are available at www.lahitapiola.fi.

