

Product liability insurance VA90

1 Insuring clause

Product liability insurance covers bodily injury and property damage caused to another party by the insured product within the territorial scope of the insurance, providing that

- the insured is legally liable for the damage;
- the damage was discovered during the insurance period; and
- the claim is handled within the territorial scope of the insurance in accordance with existing law in the countries belonging to the territory.

The insured product is a material, tangible object which the insured has launched onto the market as part of his or her business activities and which is specified in the insurance policy as a product or product group.

The insurance also covers financial loss or costs incurred by the party who suffered bodily injury or property damage insofar as said loss or costs result directly from the injury or damage.

The product liability insurance cover is limited by the sum insured, the deductible and the common exclusions set out in section 4 of the common terms and conditions of liability insurance VY1, as well as the exclusions of the product liability insurance set out below in section 2 and any special clauses.

2 Exclusions of product liability insurance

2.1 Damage to the product itself

The insurance shall not cover damage to the insured product itself.

2.2 Damage eliminated through repair or replacement

The insurance shall not cover damage or impending damage caused by the insured product, when the damage can be eliminated or prevented by repairing or replacing the insured product.

2.3 Complaints and product recall

The insurance shall not cover costs resulting from a product recall, such as a complaint concerning the product, returning, repairing, replacing or disposing of the product or withdrawing it from the market.

2.4 Pure financial loss

The insurance shall not cover pure financial loss. Pure financial loss is defined in the common terms and conditions of liability insurance VY1.

2.5 Neglected inspections

The insurance shall not cover damage resulting from failure to subject the product to inspections, tests or analyses that are customary in the relevant field of business.

The insurance shall not cover damage caused by a product that has not been approved for market launch in accordance with the approval procedure specified by the authorities.

2.6 Failure to comply with product safety regulations

The insurance shall not cover damage caused by action which was in violation of laws, decrees or mandatory product safety regulations issued by the authorities and which the insured knew or should have known about.

2.7 Statutory insurances

The insurance shall not cover damage that is coverable under the Motor Third Party Liability Insurance Act, Nuclear Liability Act, Employment Accidents Insurance Act or the Patient Injuries Act or corresponding overseas legislation or insurance.

2.8 Intended effect

Absence of the promised effect or capacity of the product is not considered coverable damage.

2.9 Watercraft and ships

The insurance shall not cover damage that is caused by watercraft as referred to in the Water Traffic Vehicle Register Act (976/2006) or a ship as referred to in the Register of Ships Act (512/1993).

2.10 Aircraft and spacecraft

The insurance shall not cover damage caused by an aircraft or a product delivered for an aircraft and intended for aviation or a product intended for a spacecraft or a device to be used in space.

2.11 Medication, natural remedies and blood products

The insurance shall not cover loss or damage caused by a medicine, drug, health care device, natural remedy, human blood or a product made from human blood.

2.12 Used goods

The insurance shall not cover damage caused by a product which has been launched onto the market as a used product.

2.13 Contractual liability

The insurance shall not cover liability which has been assumed by the insured by any agreement, warranty, or other obligation unless such liability would have attached in the absence of such agreement, warranty or commitment.

2.14 Knowledge of defect

The insurance shall not cover damage or costs which arise out of the product's defect, insufficient safety or other basis for liability about which the insured knew or should have known when the insurance cover commenced or before launching or distributing the products in question.

3 Special clause when the insurance is valid in the USA and Canada

The insurance shall not cover damage caused by a product that was launched earlier than two years before the commencement of this insurance cover.

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