



The following terms and conditions of insurance are included:

Terms and conditions for ICT consultant`s liability insurance	10
<b>1 To whom does the insurance apply</b>	<b>10</b>
<b>2 When does the insurance apply</b>	<b>10</b>
<b>3 Where does the insurance apply</b>	<b>10</b>
<b>4 What is insured</b>	<b>10</b>
<b>5 The insurance coverage</b>	<b>10</b>
<b>6 Sum insured</b>	<b>11</b>
<b>7 Deductible</b>	<b>11</b>
<b>8 Safety regulations</b>	<b>11</b>
<b>9 Duties of the insured in the event of damage</b>	<b>12</b>
<b>10 Claim valuation and claim indemnity rules</b>	<b>12</b>
Professional indemnity for technical consultants	13
<b>1 To whom does the insurance apply</b>	<b>13</b>
<b>2 When does the insurance apply</b>	<b>13</b>
<b>3 Where does the insurance apply</b>	<b>13</b>
<b>4 What is insured</b>	<b>13</b>
<b>5 The insurance coverage</b>	<b>13</b>
<b>6 Sum insured</b>	<b>15</b>
<b>7 Deductible</b>	<b>15</b>
<b>8 Safety regulations</b>	<b>15</b>
<b>9 Duties of the insured in the event of damage</b>	<b>15</b>
<b>10 Claim valuation and claim indemnity rules</b>	<b>15</b>



# Terms and conditions for ICT consultant's liability insurance

## 1 To whom does the insurance apply

The insurance is in force to the benefit of the policyholder or the Insured mentioned in the policy document. The policyholder is the party that has made an insurance contract with If. The subsidiaries of the policyholder are not covered by the insurance, unless otherwise stated in the policy document.

## 2 When does the insurance apply

The insurance is valid during the period stated in the policy document.

## 3 Where does the insurance apply

The insurance is valid within the territorial limits stated in the policy document.

## 4 What is insured

The insured interest to which the insurance applies comprises the policyholder's liability for damages arising from the policyholder's consultancy services related to software or IT equipment. The insured operations are stated in the policy document or its appendix.

## 5 The insurance coverage

### 5.1 What is covered

This insurance covers bodily injuries, property damage or financial loss to third parties arising from fault or negligence in connection with consultancy services related to software or IT equipment provided by the policyholder, as referred to in the policy document. The event must be discovered during the time insurance is valid within the agreed territorial limits, and the policyholder must be legally liable for them. Consulting activities refer to research, planning or other consulting services carried out on the account of a principal.

### 5.2 What is excluded

5.2.1 In addition to exclusions in the general terms and conditions the insurance does not cover following damages

#### 5.2.2 Deliberate act of gross negligence

Bodily injury or property damage is caused by intent or gross negligence of the policyholder or an insured other than an employee. The financial damage is caused by intent or gross negligence of the policyholder or somebody that the policyholder is responsible for.

#### 5.2.3 Damage to policyholder

Damage sustained by the policyholder or other insured party covered by this insurance.

#### 5.2.4 Pricing

Loss arising from an incorrect consulting assignment, e.g. survey, calculation or dimensioning intended to form the basis of financial estimates.

#### 5.2.5 Capacity

Loss arising from a product having insufficient capacity or deficient performance due to a reason other than incorrect calculation, drawing, or manufacturing instructions concerning the product.

#### 5.2.6 Delay

The consulting work being delayed or not done, the consulting agreement being cancelled, or the completion of the project being delayed.

#### 5.2.7 Own production

Damage relating to the planning or development of the policyholder's own operations or own production.

#### 5.2.8 Contract

Liability is based exclusively on a contractual clause, and no liability to compensate would arise without such a clause.

#### 5.2.9 Blasting

Loss arising from test drilling or test blasting.

#### 5.2.10 Time

Damage arising from a fault or negligence of which the policyholder was aware, or should have been aware, at the time the insurance became valid.

Damage arising from a fault or negligence which was committed ten years earlier than the claim was presented to the insurer, irrespective of when the damage was discovered.

#### 5.2.11 Fines

Regardless of to whom or to what they are directed, punitive damages or other punitive compensation, fines, liquidated damages and other such sanctions are not covered by the insurance.



# Terms and conditions for ICT consultant's liability insurance

## 5.2.12 Environmental damage

Damage arising from

- vibration, noise, heat, odour, light, radiation, smoke, soot, dust, steam or gas
- the contamination or pollution of air, soil, a building, a water intake plant, water system or ground water, or
- other corresponding disturbance.

However, excluding the United States and Canada, the insurance covers damage caused by a sudden and unexpected event, provided that the damage has been discovered within six months of the event causing the damage.

An event is not considered to be sudden and unexpected if it is based on, for example,

- the effects of a slow or gradual process
- recurring events
- repeated action or neglect

The costs of preventing an imminent loss are covered only if an imminent danger threatens the property of someone other than the Policyholder, for example when substances contaminating the environment are carried by ground water or soil from the Policyholder's land elsewhere.

Compensable measures are only the necessary measures taken to eliminate the risk of imminent loss to the property of a third party.

After the occurrence of an environmental damage, it may be necessary to take more extensive measures than the prevention of imminent loss in order to resolve the situation completely. Such measures include the transport of contaminated soil and disposal or neutralisation of toxic waste. The expenses arising from such measures are not covered from liability insurance as prevention costs, even if they are based on measures taken by order of the authorities.

## 5.2.13 Another liability insurance

The insurance does not cover any damage inasmuch as it is compensated from the Policyholder's other valid liability insurance policy.

## 5.2.14 Work

The insurance does not cover work carried out to correct the result of commissioned work or work that has to be redone, even where the work is carried out by a party other than the policyholder.

## 5.2.15 Authority

Damage arising to the policyholder's employee or comparable or a partner, or person who is subject to the same authority as the policyholder on the basis of a majority shareholding, or otherwise.

## 5.2.16 Consequential loss or damage

Unless otherwise agreed and stated on the policy document, this insurance does not cover loss or damage caused by decrease or interruption of production or turnover or other loss of income or loss of profit due to the expiry of a contract with a third party, or breach of such contract, or any other similar loss or damage that is difficult to foresee, or any other consequential loss or damage. Furthermore, costs incurred from prevention of consequential damage are regarded as consequential loss. This exclusion is not applicable when the principal is a consumer.

## 5.2.17 Patents or other intellectual property rights

Liability based on an infringement of patent or other intellectual property right.

## 5.2.18 Subcontractors

Unless otherwise agreed and stated on the policy document the insurance does not cover damage caused by the policyholder's subsupplier, subcontractor or other contractual partner.

## 5.2.19 Damage in connection with aviation

The insurance does not cover damage caused to an aircraft, or damages resulting from air traffic, the aircraft, the maintenance of the aircraft or airport operations, including air refuelling, air traffic control activities, or construction or repair work carried out at the airport.

## 6 Sum insured

The limit referred to in the policy document is the maximum of the insurance company's liability for compensation, investigation and legal expenses arising from losses caused by each individual consulting assignment, and for the reasonable costs of preventing an imminent loss.

Reasonable costs for preventing an imminent loss are covered even if they exceed the limit, when the policyholder is an entrepreneur comparable to a consumer (§ 3 of the Insurance Contracts Act, 543/94).

Reasonable costs for preventing an imminent loss refer only to the measures taken in order to eliminate an imminent threat of loss affecting a third party. Reasonable costs for preventing an imminent loss do not comprise more extensive measures taken after a loss unless such measures have been specifically agreed on with the insurance company.

For insured events discovered during one insurance period and caused by faults in individual consulting assignments, the maximum total compensation is the aggregate limit per insurance period shown in the policy document.

## 7 Deductible

The deductible stated in the policy document constitutes the policyholder's deductible for each loss compensated due to individual faults in the consulting assignment, including costs arising from limiting or preventing loss.

## 8 Safety regulations

Safety regulations as stated in the terms and conditions or policy documents or otherwise issued in writing by the Insurance Company must be followed.

New or modified software, applications and systems must be tested in a manner generally accepted in the field before use in actual ICT production. Background data separate from production data must be used for testing. Where a program, application or system is delivered to a third party, the recipient of the delivery must participate in the testing and approve the object of delivery.



# Terms and conditions for ICT consultant's liability insurance

Software, applications and systems as well as their parts must be documented in a specific form and with the same accuracy as is generally practised in connection with similar information systems comparable to the policyholder's systems. In ICT service activities and other such activities where the policyholder is able to influence backup copying arrangements, backup copying must be carried out sufficiently often and extensively.

Back-up copies must be made of changed data on a daily basis. They must be stored in a locked data safe which provides protection for data material against fire damage for a minimum of 60 minutes.

A full back-up (operating system and environment, software, and data) must be made at least once a week. Back-ups of software must also be made in connection with changes. The full back-ups and the back-up copies of software must be stored in a locked data safe or an equivalent locked cupboard, which is stored in a separate fire compartment than the data system equipment. The data safe or the equivalent cupboard must be fire-resistant for at least 60 minutes.

For the back-up copies, a separate tape or other data medium for data storage must be reserved for each day of the week and each week of the month. The successful back-up copying and restoring data from back-up copies must be tested regularly.

## 9 Duties of the insured in the event of damage

### 9.1 Claim report

The Policyholder must make a notification of a claim to the insurance company without delay, however, within one year from the date on which the Policyholder was informed of their liability.

When the insurance cover expires, claim reports on insured events discovered during the validity period of the insurance must be made within one year of the end date of the insurance.

The Insurance Company will not cover claims reported after these time limits.

## 10 Claim valuation and claim indemnity rules

### 10.1 Serial loss

Events arising from the same occurrence or circumstance are considered to be a single insured event, irrespective of whether they have been discovered during one or more insurance periods.

If single losses under one insured event are discovered during different insurance periods, they are taken to belong to that period during which the first loss was discovered.

### 10.2 Joint liability

If more than one person is jointly and severally liable for the same insured event, this insurance covers only that part of the event which corresponds to the degree of culpability of the Policyholder or other insured party.

If the share of guilt cannot be demonstrated, this insurance covers only the per capita share of the total loss.

### 10.3 Actions by the insurance company

After receiving the claim report and other data relating to the insured event from the Policyholder, the Insurance Company

- establishes whether the Policyholder or other insured party is liable for the reported loss or damage which is compensable under the insurance terms and conditions
- negotiates with the claimant on behalf of the Policyholder or other insured party
- where necessary, conducts the legal proceedings arising from the insured event coverable by this insurance concerning the liability or amount of loss, and pays the resulting expenses within the agreed limit.

The insurance covers lawyer's fees and legal costs in accordance with the rules of law on legal costs provided in the Code of Judicial Procedure (4/1734) and the Criminal Procedure Act (689/1997). In determining whether a fee or the costs are reasonable, account must be taken of the value of the disputed interest, as well as the difficulty and extent of the case and the amount and nature of the work performed. In the case of arbitration procedures, the insurance does not cover arbitrators' fees.

### 10.4 Legal and litigation expenses and duties of the insured

Compensation of lawyer's fees and legal costs 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 possibility to appoint a lawyer to represent the Insured.

The Policyholder must aim to give the Insurance Company an opportunity to assess the amount of damage and to work towards an amicable settlement.

The Policyholder must participate at its own cost in settling the damage and acquire and prepare any inquiries and investigations that may be required, provided that these are available to the Policyholder at reasonable cost.

Insured events eligible for compensation under the insurance terms are those insured events that have not been excluded from the scope of insurance cover by the exclusion clauses of the terms and conditions applicable to the insurance, and that involve an amount of damage greater than the Policyholder's deductible.

### 10.5 Special stipulations

If the Policyholder or other insured party pays the claim, agrees on it or accepts the claim, this does not bind the Insurance Company unless the amount of compensation and grounds are obviously correct.

If the Insurance Company is prepared to pay compensation to the injured party within the limits of maximum liability, but the Policyholder or Insured does not agree to this, the Insurance Company is not liable to compensate for any costs arising after this or to investigate the matter any further.

The Insurance Company is not liable to compensate the medical expenses of the injured party with regard to the part exceeding the charge according to the general tariff of public health care.

*This is a translation of the Finnish terms and conditions "ICT-yrityksen konsulttivastuuvakuutuksen ehdot". In case of discrepancy, Finnish wording prevails.*



## 1 To whom does the insurance apply

The insurance is in force to the benefit of the policyholder or the Insured mentioned in the policy document. The policyholder is the party that has made an insurance contract with If. The subsidiaries of the policyholder are not covered by the insurance, unless otherwise stated in the policy document.

## 2 When does the insurance apply

The insurance is valid during the period stated in the policy document.

This insurance does not apply to claims arising out of any projects where project specific professional liability insurance has been purchased and is in force.

## 3 Where does the insurance apply

The insurance is valid within the territorial limits stated in the policy document.

## 4 What is insured

The insured interest to which the insurance applies comprises the policyholder's liability for damages arising from the policyholder's consulting activities. The insured operations are stated in the policy document or its appendix.

## 5 The insurance coverage

### 5.1 What is covered

This insurance covers bodily injuries, property damage or financial loss to third parties arising from fault or negligence in connection with a consulting task, as referred to in the policy document. The event must be discovered during the time insurance is valid within the agreed territorial limits, and the policyholder must be legally liable for them.

Loss or damage caused to the principal is compensated per assignment up to the amount agreed in the consulting contract as the consulting fee of the policyholder for the assignment that caused the loss or damage. If the policyholder's consulting fee for an assignment is higher than the limit stated in the policy document, the maximum compensation is the limit stated in the policy document.

Assignment refers to each individual planning task agreed on by the consultant and his principal, for the performance of which an itemised planning fee has been agreed on.

The principal refers not only to the policyholder's direct contract partner but also to the said partner's contract partners and other members of the same contract chain, which the planned performance will benefit.

The insurance also covers damage arising from the fault of a consultant subcontracted by the policyholder.

Consulting activities refer to research, planning or other consulting services carried out on the account of a principal.

### 5.2 What is excluded

5.2.1 In addition to exclusions in the general terms and conditions the insurance does not cover following damages

#### 5.2.2 Intent or gross negligence

Bodily injury or property damage is caused by intent or gross negligence of the policyholder or an insured other than an employee. The financial damage is caused by intent or gross negligence of the policyholder or somebody that the policyholder is responsible for.

#### 5.2.3 Pricing

Loss arising from an incorrect consulting assignment, e.g. survey, calculation or dimensioning intended to form the basis of financial estimates.

#### 5.2.4 Capacity

Loss arising from a product having insufficient capacity or deficient performance due to a reason other than incorrect calculation, drawing, or manufacturing instructions concerning the product.

#### 5.2.5 Material

Loss arising from the use of new, untested materials, structures or work methods which have been specifically agreed on or which obviously should have been agreed on with the principal due to the risk involved.

#### 5.2.6 Appearance

Loss arising from a building or product or part of these being unsuccessful in terms of shape, material or other aspect of appearance.

#### 5.2.7 Delay

The consulting work being delayed or not done, the consulting agreement being cancelled, or the completion of the project being delayed.

#### 5.2.8 Own production

Damage relating to the planning or development of the policyholder's own operations or own production.

#### 5.2.9 Contract

Liability is based exclusively on a contractual clause, and no liability to compensate would arise without such a clause.

#### 5.2.10 Blasting

Loss arising from test drilling or test blasting.



## 5.2.11 Time

Damage arising from a fault or negligence of which the policyholder was aware, or should have been aware, at the time the insurance became valid.

Damage arising from a fault or negligence which was committed ten years earlier than the claim was presented to the insurer, irrespective of when the damage was discovered.

## 5.2.12 Inspection of premises or site manager

Damage arising from consulting work regarding inspection of premises or site manager assignment.

## 5.2.13 Fines

Regardless of to whom or to what they are directed, punitive damages or other punitive compensation, fines, liquidated damages and other such sanctions are not covered by the insurance.

## 5.2.14 Environmental damage

Damage arising from

- vibration, noise, heat, odour, light, radiation, smoke, soot, dust, steam or gas
- the contamination or pollution of air, soil, a building, a water intake plant, water system or ground water, or
- other corresponding disturbance.

However, excluding the United States and Canada, the insurance covers damage caused by a sudden and unexpected event, provided that the damage has been discovered within six months of the event causing the damage.

An event is not considered to be sudden and unexpected if it is based on, for example,

- the effects of a slow or gradual process
- recurring events
- repeated action or neglect

The costs of preventing an imminent loss are covered only if an imminent danger threatens the property of someone other than the Policyholder, for example when substances contaminating the environment are carried by ground water or soil from the Policyholder's land elsewhere.

Compensable measures are only the necessary measures taken to eliminate the risk of imminent loss to the property of a third party.

After the occurrence of an environmental damage, it may be necessary to take more extensive measures than the prevention of imminent loss in order to resolve the situation completely. Such measures include the transport of contaminated soil and disposal or neutralisation of toxic waste. The expenses arising from such measures are not covered from liability insurance as prevention costs, even if they are based on measures taken by order of the authorities.

## 5.2.15 Another liability insurance

The insurance does not cover any damage inasmuch as it is compensated from the Policyholder's other valid liability insurance policy.

## 5.2.16 Work

The insurance does not cover work carried out to correct the result of commissioned work or work that has to be redone, even where the work is carried out by a party other than the policyholder.

## 5.2.17 Authority

Damage arising to the policyholder's employee or comparable or a partner, or person who is subject to the same authority as the policyholder on the basis of a majority shareholding, or otherwise.

## 5.2.18 Consequential loss or damage

The insurance does not cover loss or damage caused by decrease or interruption of production or turnover or other loss of income or loss of profit due to the expiry of a contract with a third party, or breach of such contract, or any other similar loss or damage that is difficult to foresee, or any other consequential loss or damage. Furthermore, costs incurred from prevention of consequential damage are regarded as consequential loss.

This exclusion is not applicable when the principal is a consumer.

## 5.2.19 Management consulting

Loss arising from management consulting.

## 5.2.20 Patents or other intellectual property rights

Liability based on an infringement of patent or other intellectual property right.

## 5.2.21 Damage to policyholder

Damage sustained by the policyholder or other insured party covered by this insurance.

## 5.2.22 Consultant for group construction

Unless otherwise agreed and stated in the policy document, this insurance doesn't cover damages arising from working as a consultant for group construction according to a Finnish Group Construction Act (190/2015).

## 5.2.23 Damage in connection with aviation

The insurance does not cover damage caused to an aircraft, or damages resulting from air traffic, the aircraft, the maintenance of the aircraft or airport operations, including air refuelling, air traffic control activities, or construction or repair work carried out at the airport.



## 5.3 Add-on products and covers and additional exclusions

### 5.3.1 Extended consultant's liability

In deviation from the chapter What is covered this insurance covers damage arising to the commissioner of a task up to the sum insured.

## 6 Sum insured

The limit referred to in the policy document is the maximum of the insurance company's liability for compensation, investigation and legal expenses arising from losses caused by each individual consulting assignment, and for the reasonable costs of preventing an imminent loss. In damage caused to the principal the total fee for the consulting assignment is the maximum of the insurance company's liability for compensation and investigation expenses arising from losses caused by each individual consulting assignment, and for the reasonable costs of preventing an imminent loss.

Reasonable costs for preventing an imminent loss are covered even if they exceed the limit, when the policyholder is an entrepreneur comparable to a consumer (§ 3 of the Insurance Contracts Act, 543/94).

Reasonable costs for preventing an imminent loss refer only to the measures taken in order to eliminate an imminent threat of loss affecting a third party. Reasonable costs for preventing an imminent loss do not comprise more extensive measures taken after a loss unless such measures have been specifically agreed on with the insurance company.

For insured events discovered during one insurance period and caused by faults in individual consulting assignments, the maximum total compensation is the aggregate limit per insurance period shown in the policy document.

## 7 Deductible

The deductible stated in the policy document constitutes the policyholder's deductible for each loss compensated due to individual faults in the consulting assignment, including costs arising from limiting or preventing loss.

## 8 Safety regulations

Safety regulations as stated in the terms and conditions or policy documents or otherwise issued in writing by the Insurance Company must be followed.

## 9 Duties of the insured in the event of damage

### 9.1 Claim report

The Policyholder must make a notification of a claim to the insurance company without delay, however, within one year from the date on which the Policyholder was informed of their liability.

When the insurance cover expires, claim reports on insured events discovered during the validity period of the insurance must be made within one year of the end date of the insurance.

The Insurance Company will not cover claims reported after these time limits.

## 10 Claim valuation and claim indemnity rules

### 10.1 Serial loss

Events arising from the same occurrence or circumstance are considered to be a single insured event, irrespective of whether they have been discovered during one or more insurance periods.

If single losses under one insured event are discovered during different insurance periods, they are taken to belong to that period during which the first loss was discovered.

### 10.2 Joint liability

If more than one person is jointly and severally liable for the same insured event, this insurance covers only that part of the event which corresponds to the degree of culpability of the Policyholder or other insured party.

If the share of guilt cannot be demonstrated, this insurance covers only the per capita share of the total loss.

### 10.3 Actions by the insurance company

After receiving the claim report and other data relating to the insured event from the Policyholder, the Insurance Company

- establishes whether the Policyholder or other insured party is liable for the reported loss or damage which is compensable under the insurance terms and conditions
- negotiates with the claimant on behalf of the Policyholder or other insured party
- where necessary, conducts the legal proceedings arising from the insured event coverable by this insurance concerning the liability or amount of loss, and pays the resulting expenses within the agreed limit.

The insurance covers lawyer's fees and legal costs in accordance with the rules of law on legal costs provided in the Code of Judicial Procedure (4/1734) and the Criminal Procedure Act (689/1997). In determining whether a fee or the costs are reasonable, account must be taken of the value of the disputed interest, as well as the difficulty and extent of the case and the amount and nature of the work performed. In the case of arbitration procedures, the insurance does not cover arbitrators' fees.



## 10.4 Legal and litigation expenses and duties of the insured

Compensation of lawyer's fees and legal costs 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 possibility to appoint a lawyer to represent the Insured.

The Policyholder must aim to give the Insurance Company an opportunity to assess the amount of damage and to work towards an amicable settlement.

The Policyholder must participate at its own cost in settling the damage and acquire and prepare any inquiries and investigations that may be required, provided that these are available to the Policyholder at reasonable cost.

Insured events eligible for compensation under the insurance terms are those insured events that have not been excluded from the scope of insurance cover by the exclusion clauses of the terms and conditions applicable to the insurance, and that involve an amount of damage greater than the Policyholder's deductible.

## 10.5 Special stipulations

If the Policyholder or other insured party pays the claim, agrees on it or accepts the claim, this does not bind the Insurance Company unless the amount of compensation and grounds are obviously correct.

If the Insurance Company is prepared to pay compensation to the injured party within the limits of maximum liability, but the Policyholder or Insured does not agree to this, the Insurance Company is not liable to compensate for any costs arising after this or to investigate the matter any further.

The Insurance Company is not liable to compensate the medical expenses of the injured party with regard to the part exceeding the charge according to the general tariff of public health care.

*This is a translation of the Finnish terms and conditions "Konsulttivastuuvakuutuksen ehdot". In case of discrepancy, Finnish wording prevails.*