



The following terms and conditions of insurance are included:

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*This is a translation of the original Finnish Terms and Conditions "Toiminnanvastuuvakuutuksen ehdot". In case of discrepancy, the 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 or events where project or event specific general 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.

This insurance covers the liability of the insured worldwide while on the business trip or visiting conventions and fairs.

## 4 What is insured

### 4.1 General Liability

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

## 5 Insurance coverage

### 5.1 What is covered in General Liability

The insurance covers bodily injuries and property damage caused to a third party in connection with operations shown in the policy document, discovered during the time insurance is valid within the territorial limits of the Insurance and for which the Policyholder is legally liable under current law.

In accordance with the above, the Insurance also covers to a person a loss as defined under article 82 of the EU General Data Protection Regulation.

#### 5.1.1 Ground works

Before the work starts, the policyholder must acquire an account of the work area's cables and pipes from their possessor, and take their position into account when carrying out the work. Where the damage is related to underground cables or pipes, a written certificate by the possessor of the cable or pipe must be submitted to the Insurance Company, stating that a map or an on-site demonstration has been provided before the work was started.

If, in the case of damage to a cable or pipe, the above-mentioned certificate is not submitted to the Insurance Company, the deductible shall be 25% of the total loss, however, at least three times the deductible stated in the policy document.

#### 5.1.2 Event organizer

The insurance covers bodily injuries and property damage caused to a third party as an event organizer in Finland and in connection with operations shown in the policy document provided that

- the number of participants in an event doesn't exceed 500, or
- the event isn't mentioned under section Dangerous events in these terms and conditions, or
- no permission from authorities is required to arrange the event.

### 5.2 What is excluded in General Liability

#### 5.2.1 In addition to exclusions in General Conditions General Liability doesn't cover following losses

#### 5.2.2 Deliberate act or gross negligence

Bodily injury, property damage or financial loss is caused by intent or gross negligence of the Policyholder or an insured other than an employee.

#### 5.2.3 Damage to insured party

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

#### 5.2.4 Damage to employee

Damage sustained by the policyholder's employee or a comparable party.

However, the insurance covers the damage insofar as it is not covered by the statutory workers' compensation or motor third party liability insurance, or any corresponding foreign insurance.

The insurance cover does not cover employer's liability outside of Finland.

#### 5.2.5 Damage arising from contract

Liability is based on a contract, commitment, promise or guarantee, and without these commitments, there would be no liability. The insurance does not cover damage caused by neglect or partial fulfilment of contractual obligations.



## 5.2.6 Sub-contractors

The insurance does not cover damage caused by the Policyholder's sub-supplier, subcontractor or other contractual partner.

## 5.2.7 Financial loss

Loss, damage or other such loss which is not related to a bodily injury or property damage. Financial loss also refers to the destruction, disappearance or other failure to function of software, files, data, or other data recording.

## 5.2.8 Ground water damage

Damage arising from a change in the ground water level.

## 5.2.9 Known event

When the insurance took effect, the policyholder was or should have been aware of the event.

## 5.2.10 Fines

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

## 5.2.11 Damage to property being handled, taken care of, or otherwise taken into possession or entrusted

Damage sustained by property which, at the time the act or neglect causing the loss, was

- in the possession of the policyholder or his/her employee, borrowed by the policyholder, or utilised by policyholder.
- or under manufacture, installation, safekeeping, transport, or otherwise handled, taken care of or used in operations by another party on behalf of the policyholder
- subject to the duty of protection or loss prevention, considering the nature or the immediate sphere of influence of the policyholder's operations or work which caused the damage.

## 5.2.12 Road, aviation or water traffic damage

Damage arising from

- the use of a motor vehicle or motor-propelled vehicle in traffic in accordance with the Motor Liability Insurance Act, or any corresponding foreign law.

However, the insurance covers road accidents in Finland that are not covered by motor liability insurance as specified in section 40(2) of the Motor Liability Insurance Act, causing damage to the property that belongs to the vehicle's owner or keeper and that was not in the vehicle.

The insurance also covers road accidents not covered by motor liability insurance as specified in section 42 of the Motor Liability Insurance Act if the accident was caused during loading, unloading or other work performance

- to vehicle's owner, driver or other person performing the specified work if the vehicle is stationary.
- to the property subject to the work performance or to another vehicle engaged in the work performance.

The insurance does not cover

- damage to the property that was being lifted, towed or transported by the insured party.
- bodily injury insofar as it is covered by a policy holder's policy based on the Workers' Compensation Act
- damages not caused by the negligence of the policy holder.

In the absence of corresponding foreign legislation, the insurance shall not cover damage arising from the use of a motor vehicle or motor-propelled vehicle in traffic when a claim for compensation has been filed against the insured as the owner, possessor or driver of the said vehicle.

- the use of an aircraft in aviation with the Policyholder 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 vessel or boat subject to registration.

## 5.2.13 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.



## 5.2.14 Moisture and flooding damage

Damage arising from

- moisture or water,
- flooding due to rainwater, meltwater or effluent, either directly or as the result of overflowing sewers, wells, gutters, ditches or other similar structures.

However, excluding the United States and Canada, the insurance covers damage due to a building or equipment suffering a sudden and unexpected defect or failure, provided that the said damage has arisen suddenly, unexpectedly and quickly, and damage is discovered within 30 days from the beginning of moisture or flooding.

If the damage is caused by an installation or work error by the policyholder it is also required that the damage is discovered within 12 months from the date of the installation or work error.

The insurance doesn't cover damage if a defect or failure or damage is based for example on

- the effects of a slow or gradual process such as corrosion, icing or clogging
- recurring events
- continued acts or omissions
- undersized water and sewage pipes.

## 5.2.15 Mildew damage

The insurance does not cover damage arising from fungi, mould growth or bacteria which is the result of a permanent circumstance, such as a construction method, defective planning or construction, repair work, or some other characteristic of a building or structure.

Nevertheless, with the exception of flooding due to rainwater or meltwater, this insurance covers damage in which the fungi, mould growth or bacteria causing the damage is a result of a sudden and unexpected event or defect or failure in a building or equipment, provided that the damage has been discovered within six months of the event causing the damage or defect or failure.

## 5.2.16 Hot work operations

The insurance does not cover property damage arising from fire, soot or explosion which results from hot work operations where the person performing the work has not successfully completed the hot work safety training approved by the Federation of Finnish Financial Services and the Finnish National Rescue Association and does not have a valid personal hot work card.

Hot work operations mean any work where sparks are generated or where a flame or other source of heat is used and which thus creates a fire hazard. Such work includes, for example welding, oxygen or disc cutting, metal grinding, and work in which a gas burner, other open fire or a hot air blower is used.

In fire damage arising due to hot work operations, the deductible is 25% of the total loss. However, the deductible is at least three times the amount of the deductible stated in the policy document, and no more than EUR 16,000. If the deductible stated in the policy document is more than EUR 16,000, then that deductible is applied.

In fire damage arising due to hot work operations, the maximum limit of liability is sum insured stated in the policy document, up to 1 000 000 euro.

## 5.2.17 Loss of keys

The costs resulting from the rekeying or replacing of locks due to the disappearance of a key or other comparable device which provides access to the premises of another party are compensated under the insurance as loss prevention expenses if it is evident that the key is in the possession of a party who has no right to it and, as a result of this, the other party's property located in said premises is subject to immediate risk. The deductible for damage arising from the disappearance of keys is 25% of the total loss, however, no less than the amount of deductible stated in the policy document. The maximum amount of compensation for each insured event is 100 000 euro.

## 5.2.18 Other liability insurance

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

## 5.2.19 Authority

The damage is caused to a company or corporation controlled by the Policyholder on the basis of majority shareholding or other grounds.

## 5.2.20 Faulty or defective work

Expenses arising from the correction or redoing of incorrect or incomplete work.

The exclusion applies to the work performance as a whole, even if the error or deficiency has resulted from a part of the work performance, regardless of whether it has been handed over or not.

## 5.2.21 Consulting damage

The loss or damage is caused by an error or negligence in research, calculation, drawing, analysing, work specification, assessment, programming, inspection or control services or other consultancy services provided to another party.

## 5.2.22 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.

## 5.2.23 Asbestos damage

Bodily injury arising from asbestos or silica dust.



## 5.2.24 Tobacco-related injuries

Bodily injury caused by exposure to tobacco smoke, tobacco or nicotine products, electric cigarettes, e-liquids for electric cigarettes and nicotine liquids, or other corresponding products.

## 5.2.25 Product liability

The damage is caused by a product put into circulation by the policyholder in connection with their business operations. Nevertheless, this insurance covers damage caused by a foodstuff used in a staff canteen provided that the establishment is kept by the policyholder.

## 5.2.26 Damage to product

Damage caused to a product sold, which has not yet been delivered, or to a product delivered, when the damage arises from an inherent characteristic, fault or defect in the product.

## 5.2.27 Drug-related and patient injuries

Injuries

- arising from malpractice outside Finland,
  - arising from pharmaceuticals or covered by a pharmaceutical injury insurance
  - refer to bodily injury, as defined in the Act on Patient Insurance (948/2019), regardless of who or what caused it
- Nevertheless, this insurance covers injuries to animals caused by animal pharmaceuticals.

## 5.2.28 Interruption or failure

The insurance does not cover loss or damage arising from

- an interruption in the supply or distribution of electricity, gas, heat or water
- voltage variation
- the interruption of telephone or telecommunication services
- alarm or monitoring system malfunction
- undersized pipes, cables or other equipment
- the structures of the facility's machinery and equipment not meeting the security and safety regulations set for them.

## 5.2.29 Roof works

The deductible for damage caused by rain or meltwater in connection with roof works is 25% of the total loss. However, the deductible is at least three times the amount of deductible stated in the policy document, and no more than EUR 16,000. If the deductible stated in the policy document is more than EUR 16,000, then that deductible is applied.

Roofing operations refer to the building and renovation of roofs and all works that require opening up the roof.

## 5.2.30 Blasting

Damage arising from blasting carried out by workers other than the Policyholder's own, or carried out by the Policyholder on behalf of a third party, or subsequent landslide or subsidence.

## 5.2.31 Waterproofing against rainwater or meltwater

In a construction or renovation site, where there is no waterproofing against rainwater or meltwater, or it is being built, replaced or repaired, or measures are taken which require making changes to the waterproofing, the possibility of leakage must be investigated in advance and the contractor is required to draw up a plan for protecting the site against leakage.

The work site must be protected in a waterproof manner. Any valuable or fragile property must be moved away from spaces below the work site, or protected in some manner. A notification must be made of the work and measures to anyone using the spaces.

The deductible for damage relating to waterproofing is 25% of the total loss, however, at least three times the amount of the deductible stated in the policy document.

## 5.2.32 Energy offshore

Any liability arising from owning or operating an offshore oil well or oil drilling equipment.

## 5.2.33 Dangerous events

The insurance doesn't cover losses arising from following events

- motor vehicle, motorbike or motor boat races or exhibitions
- air races and air shows

## 5.2.34 Liability as a real estate developer

The insurance doesn't cover a loss as real estate developer for new buildings or similar unless insured operation is development of building projects.

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

### 5.3.1 Property in care, custody and control

In deviation from the exclusion concerning damage to property handled, cared for, or otherwise seized or entrusted to custody, this insurance also covers damage caused to property belonging to a third party

- which the Policyholder has taken into his or her possession in relation to the insured operations for the purpose of safekeeping, handling or transporting
- which the Policyholder has leased for use in their business operations (tenant's liability). Tenant's liability covers the Policyholder's liability for compensation as a tenant for damage caused to leased real property or premises. This insurance is secondary to property insurance.
- which is under manufacture, installation or repair as an object of work relating to the Policyholder's insured operations.



However, this insurance does not cover damage

- caused to a leased or borrowed machine or device necessary or intended for the business operations unless the machine or device is temporarily borrowed for a limited time
- caused to any means of transport necessary or intended for the business operations other than a temporarily borrowed mobile machine when it is being used for loading or unloading of cargo. However, the insurance does not cover damage to a vehicle arising from unauthorised use, theft, burglary or attempted burglary, an outbreak of fire or an explosion, or the vehicle being driven by a person who does not have the appropriate driving licence. The exclusion for road, aviation and water traffic doesn't apply to the damages covered by usage of a borrowed mobile machine according to this chapter.
- arising from wear and tear of the property taken into possession due to normal use, ageing, or other comparable reason.
- to property in the immediate vicinity of an object being manufactured, installed or repaired under the policyholder's protection or loss prevention liability, upon condition that the loss or damage to such property is an inevitable consequence of the carrying out of the policyholder's work and policyholder has neglected his protection or loss prevention liability
- to property referred to in the insurance coverage arising from such factors, actions or circumstances, on the basis of which the loss or damage has been foreseeable
- arising slowly, over a long period of time
- for which the liability for compensation is based on storage activities, stevedoring, or the carrier liability set in the Road Transport Contract Act, a corresponding foreign law, the CMR Convention or the General Conditions of the Nordic Association of Freight Forwarders, or on the liability set in the General Port Operation Conditions.
- arising from the frequently recurring, similar acts of negligence of the policyholder.
- to property included in consignment stock, property on sale in another manner, or sold property awaiting handover
- to any external property that is in the possession of a company that uses leased workers.

The insurance does not cover the disappearance of property due to an event that cannot be defined.

Regarding handled property, patient's belongings, storage of clothes and other personal belongings, guarding, facility or facility-related equipment, transfer and lift and service and repair, possible special conditions in chapter 5.3 on property in care, custody and control are applied.

### 5.3.2 Facility or facility-related equipment

In deviation from the exclusion concerning damage to property handled, cared for, or otherwise seized or entrusted to custody, this insurance also covers damage to real property taken under maintenance or to any equipment serving that real property.

The deductible for damage caused to real property taken under maintenance or the related equipment, or damage resulting from the disappearance of a key, is 25% of the total loss. However, the deductible is at least three times the amount of the deductible stated in the policy document, and no more than EUR 16,000. If the deductible stated in the policy document is more than EUR 16,000, then that deductible is applied. The insurance does not apply to the liability of the owner of the real property taken under maintenance.

However, this insurance does not cover damage

- arising from the wear and tear of the property taken into possession due to normal use, ageing, or other comparable reason.
- to property in the immediate vicinity of an object being manufactured, installed or repaired under the policyholder's protection or loss prevention liability, upon condition that the loss or damage to such property is an inevitable consequence of the carrying out of the policyholder's work
- to property referred to in the insurance coverage arising from such factors, actions or circumstances, on the basis of which the loss or damage has been foreseeable
- arising slowly, over a long period of time.
- arising from the frequently recurring, similar acts of negligence by the policyholder.

In addition, general terms and conditions and these terms and conditions for general liability apply.

### 5.3.3 Product liability extension for general liability

In deviation from the exclusion concerning product liability damage, this insurance covers bodily injury or property damage caused to third party due to the faults or insufficient safety of a product launched in connection with the business operations stated in the policy document, where the event is discovered during the validity period of the insurance within its territorial limits, and the Policyholder is legally liable for it.

The payment of compensation requires that the liability for compensation is based on the policyholder's own negligence or carelessness, or on the Product Liability Act, the Act on Package Tours or the Electricity Market Act.

The aggregate limit for damages discovered during one insurance period is two times the sum insured stated in the policy document.

However, this insurance does not cover

- the costs arising from repairing, replacing or returning the product, or withdrawing it from the market
- damage relating to the contamination of air, ground water, body of water or soil, damage to tree stock, or the remediation of a landfill
- damage to be compensated under the Employment Accidents Insurance Act, Motor Liability Insurance Act, Nuclear Liability Act, Patient Insurance Act or a pharmaceutical injuries insurance, or on the basis of a corresponding foreign law or insurance. In the absence of a corresponding foreign law or insurance, the damage will be determined in accordance with the Finnish law or a Finnish pharmaceutical injuries insurance.
- damage arising from the use of asbestos or urea-formaldehyde in the product, or from PCB, DES, HIV or AIDS, hormonal contraceptives or tobacco products with respect to a bodily injury, or from the fact that a chemical substance or a pharmaceutical does not have the promised effect, efficiency or performance
- damage arising from a conscious act which violates laws, degrees, or the authorities' orders or instructions.

In addition, general terms and conditions and these terms and conditions for general liability apply





### 5.3.4 ELD Sudden and accidental

The insurance covers the costs of remedial actions, as defined in the EU Environmental Liability Directive (2004/35/EC), arising from sudden and unforeseen environmental damage covered under a general liability insurance or a public sector entity liability insurance.

The insurance is valid within the EU. The compensation paid for damage occurring outside Finland shall not exceed the costs set in the minimum requirements of the EU Environmental Liability Directive.

The insurance covers the costs of measures to minimise or prevent environmental damage required by the competent authority, and the costs of primary, complementary and compensatory remediation, as defined in the EU Environmental Liability Directive.

The costs of remedial actions are only compensated if the insurance company has approved them in advance.

The sum insured is EUR 500.000 for this product per occurrence and in the annual aggregate. This sum insured is included in the sum insured for the General Liability or Public Entity Liability insurance.

Nevertheless, this insurance does not cover the costs of damage

- arising from transport
- related to the spreading of fertilisers, or microbiologically or genetically modified organisms
- arising from recurring discharge of emissions or leakage
- arising from a product put into circulation
- arising from construction activities or activities carried out within a storage area, or related to the sewage system, regardless of whether the policyholder is liable for the damage as the party causing the damage, as a business operator, or as the owner or possessor of real property.

In addition, general terms and conditions and these terms and conditions for general liability apply.

### 5.3.5 Asbestos work

In deviation from the exclusion concerning asbestos this insurance covers damages caused by asbestos work provided that a permission for the work has been received from the authorities and that regulations and instructions given by the authorities on the training of the personnel and correct work methods are followed. Sum insured stated in the policy document applies, however it never exceeds EUR 3 000 000 for damages caused by asbestos work.

In addition, general terms and conditions and these terms and conditions for general liability apply.

## 6 Sum insured

In each insured event, the sum insured stated in the policy document is the maximum limit of the Insurance Company's liability for compensation, interest, investigation and legal costs, and for reasonable costs associated with preventing an imminent loss.

Costs arising from the prevention of loss or damage that is immediately threatening are compensated even if they exceed the sum insured, if the Policyholder is an entrepreneur comparable to a consumer (Section 3 of the Insurance Contracts Act, 543/1994).

Reasonable costs associated with preventing an imminent loss refer only to those measures by which an imminent loss to another party is eliminated, but not subsequent measures beyond this if said measures are not agreed on separately with the Insurance Company.

Reasonable costs associated with preventing an imminent loss related to environmental damage (for more details, see exclusion clause Environmental damage.)

Regarding a financial loss covered under article 82 of the EU General Data Protection Regulation the maximum limit of liability is sum insured stated in the policy document, up to 1 000 000 euro per claim and during an insurance period.

## 7 Deductible

The deductible stated in the insurance contract or policy document is deducted from the amount of loss in each insured event. The deductible is also deducted from the costs of preventing imminent 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.

### Safety regulations for hot works

Hot work operations mean any work where sparks are generated or where a flame or other source of heat is used and which thus creates a fire hazard. Hot work operations include gas and arc welding, oxygen cutting, disc cutting and metal grinding, and any other work in which a gas burner, other naked flame or hot air blower is used.

Fire work must be replaced with a fire-safe working method whenever possible. Before starting hot work, it must be ensured that the fire risks of the structures at the work site have been assessed. Flammable objects must be protected and flammable movables must be removed. Any gaps in the structures must be covered with a protective covering and any openings must be sealed. Sparks and spatters must be prevented from making contact with the surrounding area and heat from entering the structures. Naked flame or hot air must not be used near an opening or a lead-through or in the junction of horizontal and vertical structures so that the naked flame or hot air can penetrate the structure.

Hot work may not be started until the worker and the hot work guard have ensured that the security measures ordered in the hot work permit have been implemented. Two portable fire extinguishers with 43 A 183 BC rating must be at hand for use as first-aid extinguishing equipment. A fire-watch is essential both during the work and for at least one hour after the work has ended.

Before starting hot work, the policyholder must ensure that a written hot work plan has been drawn up for the safe conduct of hot work.

The hot work plan must define:

- the person in charge of hot work safety, who maintains the hot work plan and ensures the practical implementation of these safety regulations
- persons entitled to grant a hot work permit
- persons entitled to carry out hot work
- the availability of protective material and first-aid fire extinguishing equipment required for hot work, and fire watch arrangements

Hot work must be performed in accordance with these safety regulations.



## 9 Duties of the insured in case of damage

### 9.1 Notification of a claim

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 Number and time of the insured events

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.