

# ARCHITECT´S AND ENGINEER´S PROFESSIONAL LIABILITY

## CONDITIONS PI 2018.2

**Confirmed by AAS „BTA Baltic Insurance Company“ Management Board decision**

**No LVB1\_0002/02-03-03-2018-107, confirmed 28.08.2018.**

**Being effective from: 01.10.2018**

AAS "BTA Baltic Insurance Company" Estonian branch concludes liability Insurance contracts under present terms which can be found at: [www.bta.ee](http://www.bta.ee).

### 1. APPLICATION OF THE TERMS

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- 1.1.** These terms and conditions are a part of the voluntary liability Insurance contract concluded with BTA, in which an Insurance object is the Insured person's professional civil liability arising from Insurance event in relation to the architects or engineering professional activity indicated in the Insurance contract. The architect or engineering professional activities are for example architectural design, engineering, geodetic services etc.
- 1.2.** These terms and conditions apply to a compulsory liability Insurance contract only if the respective agreement is indicated in the Insurance policy.

### 2. INSURANCE EVENT

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- 2.1.** The Insurance event shall be violation of obligations (e.g. transferring a faulty project to the contractor) related to architect or engineering professional activities indicated in the Insurance policy during the Insurance period or 3 years after the end of the Insurance period that occurred unexpectedly and unforeseeably during the Insurance period and caused personal injury, property damage to the Injured party.
- 2.2.** The terms of the Insurance contract (Sum insured, Deductible, Insurance conditions) are determined according to the Insurance period when the violation of obligations happened.

### 3. DEADLINE FOR SUBMISSION OF CLAIMS

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- 3.1.** BTA indemnifies the claims arising from the Insurance event which have been submitted to the BTA during Insurance period or within 3 years at the latest after the end of the Insurance period when the violation of obligations happened.
- 3.2.** Upon entering into an Insurance contract, an extended claims reporting period may be agreed. The purpose of the extended claims reporting period is to ensure the Insured person's Insurance cover if the Injured party submits the claim within 3 years after Insurance period.
- 3.3.** Upon entering into an Insurance contract, a retroactive Insurance period may be agreed. The purpose of the retroactive Insurance period is to provide the Insured person with an Insurance cover against losses caused to the Injured party before the conclusion of the Insurance contract and which the Policyholder or Insured person was not aware at the time of the conclusion of the Insurance contract.
- 3.4.** An extended reporting period and a retroactive Insurance period coverage agreement are indicated in the Insurance policy.

### 4. EXCLUSIONS

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If the BTA and the Policyholder have not agreed otherwise, in addition to the exclusions set out in the liability insurance general conditions, the following exclusions apply:

- 4.1. Product liability** – BTA shall not indemnify the loss for which the insured person is liable as seller or manufacturer.
- 4.2. Activity not stated in the Insurance policy** - BTA shall not indemnify losses related to activity which is not stated in the Insurance policy.
- 4.3. Violation of the documentary obligation** – BTA shall not indemnify losses due to violation of the documentary obligation.
- 4.4. Professional activities** – BTA shall not indemnify losses due to following professional activities:
  - 4.5.1.** machinery and / or equipment design;
  - 4.5.2.** design and construction project management.
- 4.5. Building constructed and built by the Insured person** - BTA shall not indemnify losses caused to the building built by the Insured person due to an Insured person's mistake in designing, evaluating, or supervising.
- 4.6. Building sink** - BTA shall not indemnify if losses was caused by the collapse of the building, soil movement or vibration unless the structure bearing the structure has become unstable due to the above listed.
- 4.7. Inadequate construction research** – BTA shall not indemnify losses which is the result of construction

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researches that do not comply with applicable laws, norms and standards (including geological surveys).

- 4.8. Non-compliant product and material** - BTA shall not indemnify losses caused by the non-compliance of the product or material with this expected ability, productivity and effectiveness, and that the product or material cannot be used for its intended purpose.
- 4.9. Estimates and calculation of costs**- BTA shall not indemnify if loss was caused due to compilation of estimates and calculation of the cost and the amount of materials needed.
- 4.10. Aesthetic result** - BTA shall not indemnify losses related to aesthetic demands or aesthetic deficits.