

# GENERAL ACTIVITY'S LIABILITY INSURANCE

## CONDITIONS GL 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 civil liability arising from the causing of unlawful act to a Third party (Injured party) in relation to the activities indicated in the Insurance contract.
- 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 an accident resulted from the insured activities stated in the Insurance policy that occurred unexpectedly and unforeseeably during the Insurance period and caused personal injury or 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 Insurance event occurred.

### **3. DEADLINE FOR SUBMISSION OF CLAIMS**

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- 3.1.** BTA indemnifies the claims arising from the Insured 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 accident occurred.
- 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. Completed operations** – BTA shall not indemnify the loss that occurs after the work is completed or transferred to a contracting authority.
- 4.3. Professional services** – BTA shall not indemnify losses due to error in professional service (e.g. accounting, design, evaluation, consultancy, etc.) provided by Insured person.
- 4.4. Activity not stated in the Insurance policy** - BTA shall not indemnify losses related to activity which is not stated in the Insurance policy.
- 4.5. Rented or leased building** – BTA shall not indemnify the losses caused by the Insured person to the lessee in connection with the use of the leased or rented immovable. If the Insured person uses only part of the building, this exclusion applies to the part of the building occupied by the Insured person.
- 4.6. Parts (details) of an item added by the Insured person** - BTA shall not indemnify losses that have occurred to those parts, which have been added to the item of the Third party by the Insured person.
- 4.7. Maintenance contract** – If the Insured person provides the service on the basis of a maintenance contract, the Insurance contract is valid at the moment when the Insured person works on the object. BTA shall not indemnify losses caused by the Insured person's inactivity (e.g. the Insured person does not recognize the need for maintenance).
- 4.8. Construction** – BTA shall not indemnify losses due to construction, repair, renovation, reconstruction, excavation or demolition work.