

HOUSE OWNERS LIABILITY INSURANCE

CONDITIONS GL 2018.3



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.

1. APPLICATION OF THE TERMS

- 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 the Third party (Injured party) in relation to the owning an immovable, a building, a room or a facility 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

- 2.1.** The Insurance event shall be an accident resulted directly from managing the immovable, building or part thereof indicated in the insurance contract (for example, a roof tile falls and damages Injured party property) 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 accident causing the loss occurred.

3. DEADLINE FOR SUBMISSION OF CLAIMS

- 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 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 persons 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

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. Works and services connected to immovable** - BTA shall not indemnify losses due to construction work.
- 4.5. Immovable not stated in the policy** - BTA shall not indemnify losses related to an immovable, a building, a room or a facility which is not stated in the Insurance contract documents.
- 4.6. Water intrusion** – BTA shall not indemnify losses due to the intrusion of water or snow through building constructions (walls, windows, floor, roof, etc.) and through the sewage system.
- 4.7. Clogging** - BTA shall not indemnify losses due to clogging of the pipework.
- 4.8. Damage to goods** - BTA shall not indemnify damage caused to the goods owned or operated by a Third party. Goods considered as movables (including raw materials, intermediate goods, finished goods etc) that the Injured party has stored, acquired or produced for the purpose of sale, transfer or the like.