

PROFESSIONAL INDEMNITY LIABILITY INSURANCE

CONDITIONS PI 2018.1



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 professional civil liability arising from Insurance event in relation to the professional 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

- 2.1. The Insurance event shall be violation of obligations related to professional activities indicated in the Insurance policy during the Insurance period that occurred unexpectedly and unforeseeably during the Insurance period or 3 years after the end of the Insurance period and caused personal injury, property damage or pure financial loss 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

- 3.1. BTA indemnifies the claims arising from the Insured event which have been submitted to the BTA during Insurance period or within 3 year 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 risk 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. **Activity not stated in the policy** - BTA shall not indemnify losses related to activity which is not stated in the Insurance policy.
- 4.3. **Insured person vehicle, building** - BTA shall not indemnify losses caused by the vehicle or building or its use.
- 4.4. **Violation of the documentary obligation** – BTA shall not indemnify losses due to violation of the documentary obligation.
- 4.5. **Professional activities** – BTA shall not indemnify losses due to following professional activities:
 - 4.5.1. designing and other professional activities related with construction;
 - 4.5.2. health care services;
 - 4.5.3. clinical trials
 - 4.5.4. financial, intermediation and valuation services;
 - 4.5.5. IT services, data processing services (including programming);
 - 4.5.6. travel agency service.