

CONSTRUCTION COMPANY LIABILITY INSURANCE

CONDITIONS GL 2018.8

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 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

- 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 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 person's insurance cover if the Injured party submits the claim within than 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 loss 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. geodetic work, design, evaluation, consultancy, etc.) provided by Insured person.
- 4.4. **Activity not stated in the policy** - BTA shall not indemnify losses related to activity which is not stated in the Insurance policy.
- 4.5. **Hot roof work** - BTA shall not indemnify losses related to hot roof works.
- 4.6. **Hidden cables and pipes** – BTA shall not indemnify loss related to damaging wires, cables, ducts or pipes located underground or underwater structures or inside the structure of the building.
- 4.7. **Damage caused to the work performed** - BTA shall not indemnify property damage caused to the work performed by Insured person or his subcontractor or items (for example, materials, equipment, parts of a building, etc.) related to the work.
- 4.8. **Precipitated** - BTA shall not indemnify loss which were caused by precipitation penetrating the building when the openings of the building (roof, doors, windows, walls) were covered with a temporary cover or the cover was missing partly or fully.
- 4.9. **Vibration** – BTA shall not indemnify loss caused by the vibration related to the work.
- 4.10. **Removing, weakening of the construction bearing structures** - BTA shall not indemnify loss which were caused by removing, weakening of the construction bearing structures.