

Content of General Liability Insurance

TYPE OF INSURANCE:	General Liability and Product Liability Insurance
POLICYHOLDER:	Länsimetro Oy
POLICY PERIOD:	3.2.2025-2.2.2026, both days inclusive
INSURED:	Policyholder, its subsidiaries and controlled, affiliated and associated companies, employees and comparable persons in the course of service with an insured, associations and organisations closely linked to the activities of an Insured company such as pension funds, trust companies, canteens, company fire brigades and clubs.
INSURED ACTIVITIES:	All past, present and future activities of the Insureds
COVERED LOSSES:	<p>Property Damages and Bodily Injuries and financial losses which are direct consequence of bodily injury or material damage covered by this insurance.</p> <p>Bodily injury means bodily injury, disability, shock, mental anguish, and mental injury, sickness or disease, sustained by a person including death resulting from any of these at any time. Bodily Injury shall include all financial losses resulting from the bodily injury.</p> <p>Property damage is damage or destruction of a tangible property and the direct financial consequential loss to the owner or holder.</p> <p>Material damage refers to such material damage, or damage to property, as defined in the Finnish Tort Liability Act, and outside Finland loss or destruction of physical property, or to the fact that such property has become unusable.</p>
ADDITIONAL INSUREDS:	As defined in Endorsement 1
TRIGGER:	Occurrence
RETROACTIVE:	Full cover
GEOGRAPHICAL SCOPE:	Finland
JURISDICTION:	Finland, Finnish law
LIMITS OF LIABILITY:	Limit of liability: <ul style="list-style-type: none">• EUR 20.000.000 in any one occurrence and in the aggregate
SUBLIMITS:	All sublimits are included in the total limit of liability, each sublimit in euros per occurrence and in the annual aggregate: <ul style="list-style-type: none">• Property in Care, Custody and Control EUR 10.000.000

- Pure Financial Loss EUR 10.000.000
- Environmental Remedying Costs EUR 10.000.000
- Liability under Personal Files Act EUR 1.000.000
- Tenants Liability EUR 1.000.000
- Visitors EUR 500.000
- Professional fees and expenses EUR 1.000.000

DEDUCTIBLE: EUR 1.000.000 in any one loss

LEGAL EXPENSES: EUR 100 000 including expenses of the opposing party.

Deductible: 15 %, at the minimum EUR 2 000.

Geographical scope: EEA countries

The insurance covers disputes, petitions and criminal cases and the ownership, management, maintenance and usage of real estate related thereto, which can be submitted directly for examination by a general court of first instance, Land Court, Market Court or Labour Court, or equivalent foreign court. The insurance covers the necessary and reasonable expenses of securing the legal interests of the insured.

SPECIAL CONDITIONS:

Endorsements as attached with following amendments/changes:

- The insurance does not cover any loss or damage caused wilfully or through gross negligence, except where the insured party as employer has vicarious liability for loss or damage caused in work by an employee who does not belong to the company management.
- Insurer has no right to cancel the policy after a loss
- Cancellation period 3 months for insurer
- Loss adjuster fees and other insurer's own costs not to be included in the insured sum or deductible unless otherwise agreed with the insured regarding a specific claim

CLAIMS HANDLING: Claims handling service for claims under the deductible. Please provide your handling fee per claim.

CLAIMS HISTORY: No claims

PREMIUM: The premium should be non-adjustable, i.e flat and excluding tax. The premium should be based on the group's annual budgeted turnover of 40 MEUR in 2024.

ENDORSEMENTS:

Endorsement 1

ADDITIONAL INSUREDS

This insurance is extended to cover additional insureds.

Additional insureds are the insured's principals, buyers, (sub)contractors, landlords, lessors and third parties as required by law or written contract.

This insurance will indemnify the additional insureds subject to the terms of this policy in respect of the liability for which the insured would have been entitled to indemnify had the claim been made against the insured.

A waiver of subrogation for additional insureds shall apply if required by the contract.

This extension shall not entitle the additional insureds to any rights or benefits under the Policy except as otherwise described above.

Endorsement 2

CARE, CUSTODY AND CONTROL

This Insurance Policy extends to cover liability for loss or damage caused to property in the care, custody or under the control of the Insured regardless whether the loss or damage occurs during or after the performance of the task. The property under this endorsement includes, but is not limited to, property which the Insured, or another party on the Insured's account, has undertaken to transport, lift, install, assemble, disassemble, handle, repair, control, inspect or attend to as well as property of employees, directors, partners or visitors.

All other terms and conditions of this policy shall remain unchanged.

Endorsement 3

CONTRACTUAL LIABILITY

This insurance covers liability for bodily injury or property damage assumed by the insured in any contract or agreement in excess of relevant national legislation.

Insured contract means:

- 1) normal client agreements,
- 2) normal agreements with utility suppliers,
- 3) agreements or types of contractual clauses normally used in the insureds sphere of business or in the trade of business to which the contract in question refers,
- 4) that part of any other contract or agreement pertaining to the insureds business under which the insured assumes another party's liability, in accordance with relevant national legislation, to pay the loss of a third person or organisation,
- 5) contracts otherwise approved by the insurer in writing.

All other terms and conditions of this policy shall remain unchanged.

Endorsement 4:

ADVERTISING INJURY

This insurance will cover all sums that the Insured becomes legally obligated to pay by reason of liability because of personal injury. Personal injury means injury, other than bodily injury arising out of one or more of the following offences arising out of an Insured's business:

1. false arrest, detention, imprisonment or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance of a libel, slander, defamation or character, humiliation or invasion of right of privacy.

Endorsement 4

PURE FINANCIAL LOSS

This insurance covers Pure Financial Loss, i.e. pecuniary loss measurable in money that is not a consequence of bodily injury or property damage for which the insured is liable according to law or contract.

However this cover does not apply for losses for

- libel or slander
- infringement of intellectual property rights
- directors and officers activities in their capacity as directors and officers
- money and securities getting lost
- exceeding estimates and credits entering into or recommendation of financial, real estate or other economical transactions
- delay in delivery
- losses covered under professional indemnity endorsement
- loss of profits
- a product failing to function or its unsuitability for its intended purpose
- liability assumed by the insured in a contract or agreement in excess of liability for damages under relevant national legislation and standard contracts.

This extension applies only to the extent of the sublimit stated in the insurance policy.

Endorsement 5

VISITORS

This insurance covers any claims to compensate (if the *insured* express a desire to compensate) for bodily injury sustained by visitors to the insured when the insured are not guilty of such personal injury or when there are circumstances or grounds by which the insured's guilt is excluded, diminished or limited and the insured does not wish to refer to such circumstances or grounds.

For the purposes of this arrangement visitors are defined as participants in receptions organised by or on behalf of an insured such as excursions/study visits, open days, (company) visits and also customers of the insured and those who act on behalf of such customers or who act as intermediaries in transactions between the insured's and their customers.

The assessment of the extent of the loss shall take place as if the insured was liable according to the applicable law.

When the insured, the injured visitors and/or their legal successors neglect or refuse to assign their rights of recourse towards possible liable third parties to the insurer on the insurer's request, they cannot derive any rights from this clause.

Endorsement 6

LIABILITY AS AN OWNER OR TENANT OF LAND, BUILDINGS OR PREMISES

This Insurance Policy covers the Insured's liability for damages for bodily injury or property damage as owner, part-owner, tenant or leaseholder of land, buildings, rooms and premises towards third parties.

Endorsement 7

NEW SUBSIDIARIES

This Insurance covers new subsidiaries which during the period of insurance are acquired or established from the date of acquisition or establishment provided the additional company's:

1. turnover does not exceed 10% of the policyholders external turnover as advised at the inception or renewal, and
2. activities do not result in an increased risk.

Endorsement 8

ENVIRONMENTAL LIABILITY EXTENSION (ELD)

As in Environmental Damage Insurance General terms and conditions.

This coverage is valid in EU-countries assuming these countries have codified the environmental liability directive in their national legislation.

The sum insured for this endorsement is EUR 10.000.000 per occurrence and in the annual aggregate.

Endorsement 9

PROFESSIONAL FEES AND EXPENSES

All fees and expenses incurred by the insured, with the prior written consent of the Insurers (not to be unreasonably withheld) for independent outside accountants, lawyers, loss adjusters, investigators, consultants or other professional persons to determine and/or mitigate the amount and/or extent of a loss or claim covered under this policy.

Endorsement 11

LIABILITY FOR CONSTRUCTION AND ERECTION WORKS

This Policy is extended to include insured's liability arising out of construction works and/or temporary works when such performance is managed and/or carried out by the Insured in the capacity of principal/building owner/property/user/renter.

This extension shall include construction projects taking place on premises managed and / or owned by the Insured or where the Insured has responsibility to insure. The coverage provided by this Extension shall include but not be limited to Personal Injury and/or Property Damage caused by excavation, blasting, pile driving, demolition work, rock fall, earth fall and subsidence.

Endorsement 12

WAIVER OF SUBROGATION

The Insurer will agree to waive their rights of subrogation provided that the Insured has waived or is required to waive such rights under a contractual agreement.