



Conditions for the Construction Activities Liability Insurance

TVET-2016



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Unofficial translation. In case of differences in interpretation of following document, the Estonian text will be regarded as the original.

Application of conditions

1. These insurance conditions are used together with If's General Conditions for Liability Insurance.
2. These insurance conditions are a part of the **obligatory** liability insurance contract only based on an agreement between If and policyholder, which shall be indicated on the policy.

Insurance event

3. An insurance event is an accident, which occurred suddenly and unforeseeably during the **insurance period** (e.g. when building a roof, a roof tile falls on a car passing by) if all the following circumstances occurred:
 - 3.1. the accident occurred **during the activities indicated on the policy** and was caused as a result of such activity or by an immovable property, building, rooms of the insured;
 - 3.2. the accident caused **personal injury, material damage or direct financial loss**, to the injured party, which the insured must indemnify according to the law.
4. The sum insured, deductible, exclusions and other terms and conditions of the insurance contract are established according to the insurance period when the accident, which caused the damages occurred.

Term for filing of claims

5. If shall indemnify only the claims arising from an insurance event that are filed to If within three years from the end of the insurance period when the accident, on which the claim is based, occurred.
6. If and the policyholder may conclude a special agreement on the extended period for filing of claims.
7. If and the policyholder may conclude a retroactive agreement on insurance cover that is indicated on the policy. In such case the insurance shall be applicable for the insurance events that occurred during the retroactive insurance cover period indicated on the policy, provided that neither the policyholder nor the insured were aware of an accident, claim or a circumstance on which a potential claim is based before concluding the special agreement.

Insurance validity area

8. This insurance is valid if all of the following conditions are fulfilled:
 - 8.1. the accident on which the claim is based occurred and the damages were caused in the insurance validity area and
 - 8.2. the claim was filed under the laws of the insurance validity area and
 - 8.3. the claim is settled at the court of the insurance validity area.
9. If no insurance validity area is set out in the insurance contract, the insurance validity area shall be the Republic of Estonia.

Exclusions

10. In addition to the below, exclusions set out in the General Conditions for Liability Insurance shall apply.
11. If shall not indemnify damages that are not related to the activities set out on the policy.
12. If shall not indemnify damages:
 - 12.1. for which the insured is liable as a seller or manufacturer;
 - 12.2. that have been caused after the insured has terminated the activities indicated on the policy or transferred the respective object or result of a service to another person..

In order to ensure the above, please inquire about the possibilities of product liability insurance.

Damages to the object of contract

13. If shall not indemnify damages caused to these works, services and objects (e.g. equipment, materials and/or parts of a building) that were the object of the contract between the insured and the client. To insure the above, please inquire about the possibilities of construction and assembly works insurance.
14. If shall not indemnify damages caused by the insured to a building that is being built or has been built, which was caused by a mistake the insured made during performing project design, planning, measuring or expertise of the building, building audit or owner supervision.

Work involving an open flame

15. If shall not indemnify damages caused by work involving an open flame.

Specialist services

16. If the object of the contract concluded between the insured and the client is provision of a specialist service without the construction and/or assembly service, If shall not indemnify damages caused by the specialist service.

17. Specialist service is a service such as geodetic works, surveys and analyses, assessments, planning-related services, project design, construction supervision service, building audit, counselling, information technology service, financial activities etc.

In order to insure the above, please inquire about the possibilities of specialist services liability insurance.

Cabling, pipelines

18. If shall not indemnify damages caused to cabling or pipelines located underground, under water or inside the structure of a building.

19. The exclusion set out in the previous article shall not be applicable if the location of the cabling or pipeline had been established on the basis of a plan before the works were started and the works were aligned with the possessor of the respective cabling or pipeline, and all the respective safety requirements were observed, e.g. digging can be done only with a shovel.

Vibration

20. If shall not indemnify if the damages were caused by vibration, e.g. vibration caused by ramming or compaction of soil.

Weakening or removing of the load-bearing parts of a building

21. If shall not indemnify if the damages were caused by weakening or removing of the load-bearing parts of a building, e.g. excavation work near the basement, partial or full removal of load-bearing walls etc.

Precipitation

22. If shall not indemnify damages caused by entry of precipitation into a building during the time when the building was not weatherproof, e.g. the openings of the building (roof, doors, windows, walls etc.) were covered with a temporary covering or the cover was partially or fully missing. This exclusion is applicable also if the damages were caused as a result of the concurrence of wind and precipitation, e.g. the wind tore the temporary cover from the building and rain entered the building.