

Liability insurance for environmental damage remedying costs (ELD) (VA11)

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Liability insurance for environmental damage remedying costs is composed of:

- the insurance policy and any special conditions shown in the insurance policy;
- these product-specific terms and conditions (VA11);
- the terms and conditions for General third party liability insurance (VA1);
- the Common terms and conditions for liability insurances (VY1);
- the General terms and conditions for companies (YS15).

1 Perils insured

In deviation of Sections 4.7 and 4.8 of the Common terms and conditions for liability insurances (VY1), this insurance covers the costs arising from the obligation to remedy environmental damage laid down in the European Union environmental liability Directive (2004/35/CE), in a newer Directive which replaces that Directive or in any national legislation intended to implement the Directive, when:

- the obligation to provide remedy is a consequence of sudden and unforeseeable environmental damage caused in the course of the insured business and for which the insured is held liable for compensation;
- the materialisation of the damage and the event giving rise to the damage are sudden and unforeseeable and not based on any delayed, gradual impact, continuing activity or neglect or events recurring in some other manner;
- the damage occurs within the territorial limits of insurance; and
- the damage occurs within the area of the European Union.

Where the above conditions are met, this insurance will cover the costs arising from the obligation to remedy environmental damage whenever the costs are based on any measures required by a competent authority to limit or prevent the damage and on any primary, complementary or compensatory remediation as defined in the environmental liability Directive.

If any of the definitions laid down in the Directive deviate from the content of the national law, the definitions provided in the national law will take precedence.

2 Cover restrictions and exclusions

2.1 Own-use property

This insurance will not cover any losses or costs that concern an area of land or water which the insured:

- owns or has previously owned;
- has leased, rented or borrowed or obtained by some other means.

Additionally, this insurance will not cover losses or costs that concern any protected species or natural environments at the above sites.

2.2 Groundwater

This insurance will not cover losses or costs that relate to groundwater or that are incurred from any changes in aquifers or in the flow or level of groundwater.

2.3 Emission limits

This insurance will not cover losses or costs arising from any regular breach of the acceptable emission limits.

2.4 Storage of wastes

This insurance will not cover losses or costs arising from any:

- storage of wastes at sites that are missing the necessary official authorisation or where such authorisation was sought by providing incorrect or incomplete information;
- ownership or possession of, or organising the activities at, any facilities or sites intended for permanently storing wastes.

2.5 Mud, sludges, fertilizers and solid wastes

This insurance will not cover losses or costs arising from any production, treatment or transfer of mud, sludge, a fertilizer or solid wastes.

However, the insurance provides cover against such substances suddenly and unforeseeably:

- escaping into the environment;
- being washed off in case of rain or wind; or
- flowing into any property that is not in the insured's ownership or possession.

2.6 Transport

This insurance will not cover any losses or costs that concern transport. However, the insurance provides cover against the transport costs that are necessary for the obligation to remedy environmental damage.

2.7 Products put into circulation

This insurance will not cover losses or costs arising from any product put into circulation by the insured.

3 Sum insured

Unless otherwise shown in the insurance policy, the sum insured is €500,000, which is the maximum total compensation in respect of all claims arising during a single insurance period and which is part of the sum insured under General third party liability insurance.

In case of any dispute under these terms and conditions the original Finnish wording shall prevail.

Insurance is granted by the following mutual insurance companies in LocalTapiola Group (business ID):

LähiTapiola **Etelä** (0139557-7) | LähiTapiola **Etelä-Pohjanmaa** (0178281-7) | LokalTapiola **Sydakusten** -
LähiTapiola **Etelärannikko** (0135987-5) | LähiTapiola **Itä** (2246442-0) | LähiTapiola **Kaakkois-Suomi**
(0225907-5) | LähiTapiola **Kainuu-Koillismaa** (0210339-6) | LähiTapiola **Keski-Suomi** (0208463-1) |
LähiTapiola **Lappi** (0277001-7) | LähiTapiola **Loimi-Häme** (0134859-4) | LähiTapiola **Länsi-Suomi** (0134099-8) |
LähiTapiola **Pirkanmaa** (0205843-3) | LokalTapiola **Österbotten** - LähiTapiola **Pohjanmaa** (0180953-0) |
LähiTapiola **Pohjoinen** (2235550-7) | LähiTapiola **Pääkaupunkiseutu** (2647339-1) | LähiTapiola **Savo**
(1759597-9) | LähiTapiola **Savo-Karjala** (0218612-8) | LähiTapiola **Uusimaa** (0224469-0) |
LähiTapiola **Varsinais-Suomi** (0204067-1) | LähiTapiola **Vellamo** (0282283-3) |
LocalTapiola General Mutual Insurance Company (0211034-2)

The companies' contact details are available at www.lahitapiola.fi.