

Styrelsehandling nr: 15
Styrelsedatum: 2025-02-10
Diarienummer: GAB-2025-00001

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Försäkringsprogram 2025

Förslag till beslut

Styrelsen för Gårdstensbostäder AB:

Försäkringsprogram för 2025 godkänns.

Sammanfattning

Försäkringsprogrammet är en översiktlig sammanställning över de försäkringar Gårdstensbostäder AB har via Försäkrings AB Göta Lejon samt vad de täcker. I Försäkringsprogrammet står också beskrivet hur Försäkrings AB Göta Lejon arbetar med skador och förebyggande insatser.

Bedömning ur ekonomisk dimension

Beslutet är av administrativ karaktär och bolaget har inte funnit några särskilda aspekter på frågan utifrån denna dimension.

Bedömning ur ekologisk dimension

Beslutet är av administrativ karaktär och bolaget har inte funnit några särskilda aspekter på frågan utifrån denna dimension.

Bedömning ur social dimension

Beslutet är av administrativ karaktär och bolaget har inte funnit några särskilda aspekter på frågan utifrån denna dimension.

Samverkan

Ärendet har inte varit föremål för samverkan

Bilagor

1. Översikt försäkringar 2025
2. Försäkringsprogram 2025

Ärendet

Styrelsen för Gårdstensbostäder AB skall besluta om Försäkringsprogram för 2025.

Beskrivning av ärendet

Beslut om försäkringsprogram tas årligen av styrelsen.

Översikt försäkringar 2024

Gårdstensbostäder AB inkl. dotterbolag

Försäkring	Period	Försäkringsgivare	Försäkringsbelopp	Självrisk	Premie	Kommentarer
Egendomsförsäkring -Extra kostnader -Hyresförlust	2025-01-01 – 2025-12-31	Göta Lejon	Enligt försäkringsbevis 100 mkr 100 mkr	15 Mkr	1 543 445	
Ansvarsförsäkring inkl: ren förmögenhetsskada	2025-01-01 – 2025-12-31	Göta Lejon	300 Mkr 50 Mkr	0,5 basbelopp	45 000 kr	
Förmögenhetsbrott	2025-01-01 – 2025-12-31	Göta Lejon	100 Mkr	2,5 Mkr 5 Mkr vid social manipulation	5 000 kr	
Tjänstereseförsäkring	2025-01-01 – 2025-12-31	IF Skadeförsäkring	Invaliditet 1 Mkr	Ingen självrisk	102 kr	Anmälan om skada sker direkt till IF Skadeförsäkring
VD & Styrelseansvar	2025-01-01 – 2025-12-31	HDI	300 MSEK per skada och år	Ingen självrisk	3 80 kr	
Miljöförsäkring	2025-01-01 – 2025-12-31	AXA XL	300 Mkr	5 Mkr	9 283 kr	
Olycksfallsförsäkring - Speciell verksamhet	2025-01-01 – 2025-12-31	Länsförsäkringar Göteborg och Bohuslän	Se information på Digitala Navet - Försäkringar och skador	Ingen självrisk	2 705 kr	Anmälan om skada sker direkt till Länsförsäkringar Göteborg & Bohuslän. Premie betald 2023

Försäkringsprogram 2025



Försäkringsprogrammet är en översiktlig sammanställning över Göteborgs Stads försäkringar och vad de täcker. Försäkringstagare är samtliga förvaltningar och bolag i Göteborgs Stad. Här beskrivs även Försäkrings AB Göta Lejons arbete med skador och skadeförebyggande insatser.

Försäkringar

Egendomsförsäkring

Alla bolag och förvaltningar har en allriskförsäkring som täcker plötsliga och oförutsedda skador på egendom – vanliga skador är brand, vatten, inbrott och stöld. Alla försäkringstagare måste vara noga med att rapportera in rätt försäkringsvärden och adresser på sina försäkringsobjekt i försäkringssystemet Insman för att full försäkring ska gälla. Försäkrad egendom är sådan egendom som försäkringstagaren äger, ansvarar för eller i avtal uttryckligen åtagit sig att försäkra. I försäkringen ingår även skydd för

egendomsskador till följd av terroristhandlingar samt en extrakostnadsförsäkring som täcker rimliga extra kostnader till följd av en egendomsskada.

I legendomsförsäkring kan också ingå:

Hyresförlustförsäkring

Hyresförlustförsäkringen ersätter uteblivna hyresintäkter till följd av ersättningsbar egendomsskada. Förvaltningar och bolag med hyresfastigheter brukar ha denna försäkring.

Avbrottsförsäkring

Avbrottsförsäkringen skyddar mot intäktsförlust till följd av ersättningsbar egendomsskada. Försäkringen ersätter utebliven försäljning, fasta kostnader samt vinst under avbrottet. Rörliga kostnader täcks inte eftersom produktionen står stilla.

Ansvarsförsäkring

Alla bolag och förvaltningar har en allmän ansvarsförsäkring. Den ska användas när någon ställer ett skadeståndskrav mot förvaltningen eller bolaget. Försäkringen ska trygga den drabbades rätt till bedömning av skadeersättning och samtidigt skydda staden från skadeståndskostnader. Göta Lejon utreder om det finns grund för skadestånd och företräder stadens bolag och förvaltningar juridiskt. I stadens ansvarsförsäkring ingår även:

Ansvarsförsäkring för ren förmögenhetsskada

Med ren förmögenhetsskada menas ekonomisk skada som uppstått utan att någon lider person- eller sakskada. Det kan exempelvis handla om en upphandling där en leverantör känner sig felaktigt behandlad och ställer ett ekonomiskt krav mot den upphandlande förvaltningen eller bolaget. Följande försäkringar kan också tecknas vid behov:

Konsultansvarsförsäkring

Försäkringen avser uteslutande rådgivande verksamhet och gäller för försäkringstagaren och i försäkringsbeviset angivna medförsäkrade bolag. Med rådgivande verksamhet avses enbart utförande av beräkningar, ritningar, beskrivningar, råd eller anvisningar. Försäkringen är avsedd för tekniska konsulter. goteborg.se

I stadens försäkringsprogram ingår också en:

Förmögenhetsbrottsförsäkring

Försäkringen täcker brott som en anställd utfört antingen mot den egna verksamheten eller mot någon annan. Den gäller även för brott utförd av tredje man. Grundsjälvrisken är 2 500 000 kr. När det gäller förmögenhetsbrott vid så kallad "social manipulation" så uppgår självrisken till 5 000 000 kr.

Fordonsförsäkring

Stadens samtliga registrerade fordon är försäkrade och registrerade i Göta Lejons försäkringssystem Insman och laddas ner med automatik från Transportstyrelsens register. För de oregistrerade fordonen (truckar, gräsklippare, maskiner och liknande) krävs manuell rapportering och inmatning i Insman. De flesta fordonen är helförsäkrade, det vill säga att de omfattas av trafikansvar, delkasko och vagnskada.

Trafikansvar

Ger skydd för det ansvar som fordonsägaren har enligt trafikskadelagen. Gäller skador som är en följd av trafik med fordonet. Täcker motpartens skador på bil och person samt den egna bilens förare och passagerare.

Delkasko

Täcker skador på det egna fordonet. Ger skydd vid brand-, glas-, stöld- och maskinskador, räddning samt rättsskydd.

Vagnskada

Täcker skador på det egna fordonet. Gäller vid trafikolycka, annan yttre olyckshändelse eller skadegörelse av tredje man på den egna bilen.

Övriga försäkringar

Tjänstereseförsäkring

Försäkringen skyddar samtliga anställda, förtroendevalda och praktikanter inom Göteborgs Stad vid resa eller uppdrag utanför den ordinarie arbetsplatsen, som beordrats och bekostats av arbetsgivaren. Försäkringen gäller i hela världen och för alla typer av resor. Försäkringsgivare är If Skadeförsäkring.

Miljöförsäkring

Försäkringen täcker gradvis uppkomna miljöskador på egen och andras mark. Försäkringsgivare är AXA XL.

VD- och styrelseansvarsförsäkring för bolag

Försäkringen ger vd, styrelseledamot och andra ledande befattningshavare skydd för eventuella krav som kan riktas mot dem personligen. Försäkringsgivare är HDI Global Speciality och Riskpoint.
goteborg.se

Båtförsäkring

Försäkringen täcker kasko- och ansvarsskador på stadens anmälda båtar. Försäkringsgivare är Alandia.

Barn- och elevolycksfallsförsäkring

Olycksfallsförsäkring för alla folkbokförda barn och elever i Göteborgs Stad. Den gäller till och med det år de fyller 17 år eller så länge de går på gymnasiet. Försäkringen gäller dygnet runt, året runt. Befintlig försäkringsgivare är Länsförsäkringar Göteborg och Bohuslän.

Olycksfallsförsäkring, speciell verksamhet

En olycksfallsförsäkring för personer i speciell verksamhet. Det rör sig om grupper i kommunal regi, exempelvis ungdomar i arbetsmarknadsåtgärder, boende i familjehem, daglig verksamhet och volontärer. Observera att det krävs en särskild anmälan till Göta Lejon för att försäkringen skall gälla. Försäkringsgivare är Länsförsäkringar Göteborg och Bohuslän.

Spårvagnsförsäkring

Spårvagnsförsäkringen omfattar ansvarsförsäkring, kaskoförsäkring samt garageförsäkring.

Så arbetar Göta Lejon

Kundbesök

Göta Lejons kundansvariga träffar sina kunder regelbundet och merparten besöks minst en gång per år. Under kundmötena görs genomgång av kundens försäkringslösning, försäkrade adresser och värden samt diskussion kring försäkringslösningar av eventuella investeringar och projekt. Kundmöten under 2025 kommer fortsätta att fokusera på uppföljning av de rekommendationer Göta Lejon har tagit fram under gemensamma riskbesiktningar samt diskussion om skador och skadestatistik.

Försäkringssystem

Göta Lejon har ett webbaserat försäkringssystem som heter Insman. Detta använder kunderna för att rapportera sina egendomsvärden och fordon samt för att följa upp skador. I detta system hämtar vi även in de nya försäkringsvärdena för kommande år och varje kund kan följa upp sin verksamhets rekommendationer efter en besiktning. Insman används även för att samla in årsvis statistik för skador under självrisk. goteborg.se

Skador

Göta Lejon har upphandlade skadereglerare för de olika försäkringarna, se mer på Digitala navet - Försäkringar och skador. Skador bör anmälas så snart som möjligt.

Egendomsskador

Egendomsskador ska anmälas direkt till Sedgwick. Under hösten och tidiga våren upphandlar vi externa egendomsskadereglerare. Det är inte klart vilka som får det nya uppdraget när detta program skrivs.

Ansvarsskador

När skadeståndskrav riktas mot en verksamhet ska den skadelidande fylla i en blankett för skadeståndsanspråk. Denna blankett skickar förvaltningen/bolaget till den skadelidande. När den skadelidandes skadeanspråk kommit i retur ska det skickas till Van Ameyde tillsammans med förvaltningens/bolagets skadeanmälan. Van Ameyde utreder om det finns grund för skadestånd.

Motorskador

Fordonsskador på leasade fordon anmäls till Göteborgs Stads Leasing AB. Fordonsskador på ej leasade fordon anmäls till Jönsson Wallberg Loss Adjusting AB.

Skadeförebyggande arbete

Enligt ägardirektivet för Göta Lejon och riktlinjen för försäkring ingår också att bolaget ska vara en av de drivande aktörerna i kommunens gemensamma säkerhetsarbete. I grunden handlar det om insikten att alla måste vara delaktiga för att nå målen i Göteborgs Stads säkerhetspolicy.

Riktat stöd

Ett av Göta Lejons viktigaste uppdrag är att finnas som stöd i stadens säkerhetsarbete. I detta arbete ingår bland annat uppföljning och analys av skador och händelser samt rådgivning. Ett viktigt verktyg i det skadeförebyggande arbetet är Göta Lejons riskbesiktningsprogram som framför allt fokuserar på större, mer komplexa och riskfyllda objekt. Genom besiktningarna kartläggs olika typer av risker och möjliga riskreducerande åtgärder.

Sprida kunskap

Göta Lejon samlar in kunskap och informerar om förebyggande säkerhetsarbete till exempel via konferenser, riskseminarier, nyhetsutskick och på Digitala navet - Försäkringar och skador.

Ekonomiskt stöd

Göta Lejon stödjer ekonomiskt olika insatser och projekt inom det förebyggande säkerhetsarbetet i Göteborgs Stad. Ansökningsblanketter om skadeförebyggande bidrag finns på Digitala navet.



Försäkringsbevis

Datum

2024-12-21

Försäkringstagare

Göteborgs stad

Försäkringsnummer

25A187SE140683-27

Medförsäkrad (inkl. helägda dotterbolag)

Gårdstensbostäder AB

Försäkringsperiod

2025-01-01 - 2025-12-31

Försäkringspremie

Enligt försäkringsöversikt

Ansvarsförsäkring

Försäkringens omfattning

Försäkringen omfattar, enligt gällande försäkringsvillkor, skadeståndsskyldighet enligt allmänna skadeståndsrättsliga regler och enligt allmänna leveransbestämmelser utgivna av branschorganisation inom försäkringstagarens verksamhetsområde.

Medförsäkrade

Föreningar/klubbar/samfälligheter/vägföreningar som enligt avtal åtagit sig skötsel eller handhar kommunala anläggningar eller drift av kommunala verksamheter, omfattas subsidiärt vad avser uppdraget för Göteborgs Stad, upp till en limit om 5 000 000 SEK.

Försäkrad verksamhet

Försäkringen omfattar all verksamhet.

Geografisk omfattning

EU/EES

Försäkringsbelopp

Omfattning: Ansvarsförsäkring (GL:130), Allmänt ansvar och produktansvar (person- och sakskada)

Försäkringsbelopp per skada: 300 000 000 SEK

Försäkringsbelopp per år gemensamt för Göteborgs Stad: 300 000 000 SEK

Självrisk: 0,5 Pbb

Omfattning: Ansvarsförsäkring (GL:130), Allmänt ansvar och produktansvar (person- och sakskada)

Försäkringsbelopp per skada: 0 SEK

Försäkringsbelopp per år gemensamt för Göteborgs Stad: 0 SEK

Självrisk: 0,5 Pbb

Begränsade försäkringsbelopp

Omfattning	Självrisk	Försäkringsbelopp per skada	Försäkringsbelopp per år gemensamt för Göteborgs Stad
Ansvarsförsäkring (GL:130), Allmänt ansvar och produktansvar	0,5 PBB	300 000 000 SEK	300 000 000 SEK
Ansvarsförsäkring (GL:130) Sakskada - miljöbalken	0,5 PBB	20 000 000 SEK	20 000 000 SEK
Ansvarsförsäkring (GL:130), Ansvar för drönare	0,5 PBB	10 500 000 SEK	10 500 000 SEK
Ansvarsförsäkring (GL:130), Dammgenombrott	0,5 PBB	50 000 000 SEK	50 000 000 SEK
Ansvarsförsäkring (GL:130), Hyrd lokal	0,5 PBB	1 000 000 SEK	20 000 000 SEK
Ansvarsförsäkring (GL:130), Lyft- och transportansvar	0,5 PBB	2 000 000 SEK	20 000 000 SEK
Ansvarsförsäkring (GL:130), Låsbyte vid nyckelförlust	0,5 PBB	1 000 000 SEK	20 000 000 SEK
Ansvarsförsäkring (GL:130), Omhändertagen egendom	0,5 PBB	1 000 000 SEK	20 000 000 SEK
Ansvarsförsäkring (GL:130), Åtkomst- och återställandekostnader	0,5 PBB	20 000 000 SEK	20 000 000 SEK
Byggherreansvarsförsäkring (GL:812), Person- och Sakskada	0,5 PBB	20 000 000 SEK	300 000 000 SEK
Byggherreansvarsförsäkring (GL:812), Ren förmögenhetsskada	0,5 PBB	5 000 000 SEK	20 000 000 SEK
Ren förmögenhetsskada (GL:132)	0,5 PBB	50 000 000 SEK	50 000 000 SEK
Utökad ansvarsförsäkring för entreprenör (GL:804), Person- och sakskada	0,5 PBB	20 000 000 SEK	300 000 000 SEK
Utökad ansvarsförsäkring för entreprenör (GL:804), Ren förmögenhetsskada	0,5 PBB	5 000 000 SEK	20 000 000 SEK
Ansvarsförsäkring (GL:130), Allmänt ansvar och produktansvar	0,5 PBB	0 SEK	

Försäkringsbelopp Ren förmögenhetsskada gäller vid:

- myndighetsutövning
- ansvar enligt LOU/LUF/LUK (såvitt avser upphandlingar Göteborgs stads förvaltningar och bolag)
- ansvar vid rådgivande verksamhet enligt Skl 3 kap. 3§
- ansvar enligt GDPR (för personuppgiftsbiträde är limiten 10 000 000 SEK)
- skadeståndsansvar för lekmannarevisorer
- ansvar enligt PBL

Kundspecifika tillägsbestämmelser

Försäkringen gäller för sakskada som har samband med nederbörd eller snösmältning. Begränsat försäkringsbelopp 5 000 000 SEK.

Villkor

GL 10:1 Allmänna avtalsbestämmelser, ansvar 2020-01-01

GL 130:4 Allmänna försäkringsvillkor ansvarsförsäkring 2020-01-01

GL 136:4 Patientansvar 2020-01-01

GL 802:4 Ansvar Vårdtagare 2020-01-01

GL 812:4 Ansvar Byggherre 2020-01-01

GL 132:5 Ren förmögenhetsskada 2024-01-01

GL 804:4 Ansvar Entreprenör 2020-01-01

Skador eller krav som har orsakats av eller har samband med nedan är undantagna:

- Cyber (även följdskador är undantagna)
- Smittsamma sjukdomar, smittoämnen eller virus.
- Terrorism
- Sanktionsöverträdelse (LMA 3100)
- Biologiska eller kemiska smittoämnen
- PFAS

Tilläggsvillkor

Skadereglering ingår även under självrisk.

Retroaktivt datum (for claims made trigger)

2002-01-01 (skador före detta datum täcks inte av försäkringen)

Ren förmögenhetsskada

Försäkringen gäller inte skadeståndskrav som grundas på eller är en följd av att avtal hävs mellan den försäkrade och annan part.

Ansvar inom samma koncern (Cross liability)

Skadeståndskrav inom samma juridiska person omfattas inte av försäkringen.

Skada enligt Dataskyddsförordningen (GDPR)

Försäkringen omfattar den skadeståndsskyldighet för materiell eller immateriell skada som den försäkrade kan bli skyldig att betala enligt Artikel 82 i Europaparlamentets och rådets förordning (EU) 2016/679 av den 27 april 2016 om skydd för fysiska personer med avseende på behandling av personuppgifter och om det fria flödet av sådana uppgifter (Dataskyddsförordningen).

Försäkringsbelopp för personuppgiftsbiträdes skadeståndsskyldighet begränsas till 10 000 000 SEK.

De administrativa sanktioner som en tillsynsmyndighet kan besluta om enligt Dataskyddsförordningen (GDPR) omfattas inte av försäkringen.

Drönare

Försäkringen omfattar person- och sakskada. Ren förmögenhetsskada täcks inte.

Följande krav finns:

- Det ska vara för kommersiellt eller offentligt användande
- Drönaren ska alltid vara synlig för föraren
- Flygning ska ske i dagsljus
- Flygning måste ske enligt Transportstyrelsens regler
- Förare ska vara certifierade enligt Transportstyrelsens regler
- Drönarens startvikt får inte överstiga 20 kg inklusive last och/eller utrustning

Åtgärder vid skada

Alla förvaltningar och bolag inom Göteborgs Stad har en ansvarsförsäkring hos Göta Lejon.

Ansvarsskador regleras av Göta Lejons leverantör Van Ameyde. Vid skada:

- Be skadelidande att fylla i blanketten ”skadeståndsanspråk” som finns på Digitala navet - ”Försäkringar och skador”
- Fyll själva i blanketten för ”skadeanmälan ansvar”.
- Skadeanmälan skickas så snart som möjligt med e-post till gotalejon@vanameyde.com.
- Bifoga även:
 - blanketten för skadeståndsanspråk som den skadelidande fyllt i.
 - eventuella handlingar, fotografier och redogörelser för händelsen.
- Van Ameyde bekräftar därefter mottagandet till angiven kontaktperson samt informerar er om den vidare hanteringen av skadan.

Har du frågor till Van Ameyde, ring 0457-250 20.

Allmän information

Namn och postadress

Försäkrings AB Göta Lejon

Johan Willins gata 5, 416 64 Göteborg

Telefon: 031-368 55 00

gotalejon@gotalejon.goteborg.se

www.goteborg.se/gotalejon

Digitala navet | Service, support och stöd i arbetet - Våra försäkringar

Finansinspektionen

I egenskap av försäkringsbolag, vilket är en tillståndspliktig verksamhet, står Försäkrings AB Göta Lejon under Finansinspektionens tillsyn.

Kontaktuppgifter till Finansinspektionen:

Adress: Finansinspektionen, Box 7821, 103 97 Stockholm

E-post: finansinspektionen@fi.se

Telefon: 08-408 980 00

Provisioner

Försäkrings AB Göta Lejon tar inte emot eller avger provisioner i samband med försäkringsförmedling.

Överprövning

Ärendet kan omprövas om det tillkommit nya omständigheter eller om missförstånd har uppstått. Följ i så fall stegen nedan.

- Kontakta handläggaren för ärendet. Finns ytterligare fakta i ärendet som handläggaren inte känner till så kan en ny prövning göras. De flesta meningsskiljaktigheter brukar kunna redas ut vid ett personligt samtal.
- Kontakta handläggarens chef. Är ni fortfarande inte nöjda efter ett nytt samtal med handläggaren så kan ni kontakta handläggarens chef.
- Få er sak prövad hos Försäkrings AB Göta Lejons överprövningsnämnd. Ni mailar er begäran till gotalejon@gotalejon.goteborg.se

- Om ni fortfarande inte är nöjda kan ni få er sak prövad i allmän domstol.

Vid övriga frågor än ovan kontakta Göta Lejons klagomålsansvarige, Annika Forsgren
tel. 031-368 55 07.

Försäkrings AB Göta Lejon innehar ansvarsförsäkring för rådgivande konsulter hos Trygg Hansa.

Försäkrings AB Göta Lejon företräder Göteborgs stad.

Försäkringsbevis

Datum 2024-12-20	Försäkringstagare Göteborgs stad
Försäkringsnummer 25EF187SE150746-37	Medförsäkrad (inkl. helägda dotterbolag) Gårdstensbostäder AB
Försäkringsperiod 2025-01-01 - 2025-12-31	Försäkringspremie Enligt försäkringsöversikt

Egendom- och avbrottsförsäkring

Försäkringens omfattning

Omfattning: Endomsförsäkring inklusive maskinskada

Försäkrade fastigheter: Fullvärde (om inte annat framgår av värdebilaga)
Återuppförande för annat ändamål ingår.

Övriga försäkringsvärden: 12 500 000 SEK

Självrisk: 15 000 000 SEK per skada med en stop loss försäkring på 40 000 000 SEK gemensamt för Poseidon, Bostadsbolaget, Familjebostäder och Gårdstensbostäder. Enbart skador över 1 000 000 SEK räknas in i aggregatet. När stop loss nivån om 40 000 000 SEK är nådd är självrisken därefter 1 000 000 SEK. Självrisk för fritidshus samt lösöre inkl. båtar samt Konstföreningens konst är 2 000 SEK.

Hyresförlust: omfattas under max 2 år.

Extrakostnader: omfattas under max 1 år.

Extrakostnader kontor: 8 000 000 SEK första risk, omfattas under 1 år. Beloppet gäller även avbrott.

Begränsade försäkringsbelopp

	SEK
Maximal ersättning per skadehändelse	1 000 000 000
<i>gäller gemensamt för Bostads AB Poseidon, Familjebostäder, Gårdstensbostäder samt Göteborgs stads Bostadsaktiebolag.</i>	
Maximal ersättning för naturskador	1 000 000 000
<i>gäller gemensamt för Bostads AB Poseidon, Familjebostäder, Gårdstensbostäder samt Göteborgs stads Bostadsaktiebolag.</i>	
Egendom under uppförande	50 000 000
Entreprenad (CAR / EAR)	10 000 000
Röjningskostnad	50 000 000
Terrorism per skada och år	1 000 000 000
<i>gäller gemensamt för Göteborgs Stad.</i>	
Merkostnad myndighetskrav	25 000 000

Merkostnad för byggnad särart (K/Q-märkning)	100 000 000
Skadereglering inkl. arkitektkostnad	10% av skadebeloppet max 10 000 000
Investeringsskydd	300 000 000
<i>första risk under försäkringsåret. Försäkringen gäller även för nyttillkomna fastigheter på andra försäkringsställen än de som finns i värdebilaga.</i>	
Ritningar, arkivalier, datamedia	2 000 000
<i>första risk</i>	
Bredband	10 000 000
<i>första risk</i>	
Oljeskada	5 000 000
<i>Egen och Tredjemas</i>	

Villkor

GL 100:7 Allmänna Försäkringsvillkor Egendomsförsäkring Allriskförsäkring

GL 20:1 Allmänna avtalsbestämmelser Egendomsförsäkring Allriskförsäkring

LMA 3100A Sanctions Limitation Clause

NMA 2915 Electronic Data Endorsement

LMA 5394 Communicable Disease Exclusion for property treaty reinsurance

LMA 5401 Property and Cyber Data exclusion

NMA 2918 War and terrorism

CL 370 Institute radioactive contamination

LMA 5583A Territorial Exclusion

Krav avseende automatiskt brandlarm utgår enligt 1.11.3.2 GL 100:7

Skador eller krav som har orsakats av eller har samband med nedan är undantagna:

- Cyber (även följdskador är undantagna)
- Smittsamma sjukdomar, smittoämnen eller virus
- Biologiska eller kemiska smittoämnen
- PFAS

Åtgärder vid skada

Egendomsskador regleras av Göta Lejons leverantör Sedgwick.

- Skada anmäls till Sedgwick genom att fylla i blanketten ”skadeanmälan egendom” som finns på Digitala navet – Försäkringar och skador
- Skadeanmälan skickas så snart som möjligt med e-post till info@se.sedgwick.com
- Sedgwick bekräftar därefter mottagandet till angiven kontaktperson samt informerar er om den vidare hanteringen av skadan.

Har du frågor till Sedgwick, ring 08-98 33 60, kl. 09.00-17.00.

Övrig tid jour. Vid akuta större händelser – ring 031-703 17 27.

Allmän information

Namn och adress

Försäkrings AB Göta Lejon
Johan Willins gata 5, 416 64 Göteborg
Telefon: 031-368 55 00
gotalejon@gotalejon.goteborg.se
www.goteborg.se/gotalejon

Digitala navet | Service, support och stöd i arbetet - Våra försäkringar

Finansinspektionen

I egenskap av försäkringsbolag, vilket är en tillståndspliktig verksamhet, står Försäkrings AB Göta Lejon under Finansinspektionens tillsyn.

Kontaktuppgifter till Finansinspektionen:

Adress: Finansinspektionen, Box 7821, 103 97 Stockholm
E-post: finansinspektionen@fi.se
Telefon: 08-408 980 00

Provisioner

Försäkrings AB Göta Lejon tar inte emot eller avger provisioner i samband med försäkringsförmedling.

Överprövning

Ärendet kan omprövas om det tillkommit nya omständigheter eller om missförstånd har uppstått. Följ i så fall stegen nedan.

- Kontakta handläggaren för ärendet. Finns ytterligare fakta i ärendet som handläggaren inte känner till så kan en ny prövning göras. De flesta meningsskiljaktigheter brukar kunna redas ut vid ett personligt samtal.
- Kontakta handläggarens chef. Är ni fortfarande inte nöjda efter ett nytt samtal med handläggaren så kan ni kontakta handläggarens chef.
- Få er sak prövad hos Försäkrings AB Göta Lejons överprövningsnämnd. Ni mailar er begäran till gotalejon@gotalejon.goteborg.se
- Om ni fortfarande inte är nöjda kan ni få er sak prövad i allmän domstol.

Vid övriga frågor än ovan kontakta Göta Lejons klagomålsansvarige, Annika Forsgren tel. 031-368 55 07.

Försäkrings AB Göta Lejon innehar Ansvarsförsäkring för rådgivande konsulter hos Trygg Hansa.

Försäkrings AB Göta Lejon företräder Göteborgs stad.



Försäkringsbevis

Datum

2024-12-13

Försäkringsnummer

25CI187SE151288-13

Försäkringsperiod

2025-01-01 - 2025-12-31

Försäkringstagare

Göteborgs stad

Medförsäkrad (inkl. helägda dotterbolag)

Gårdstensbostäder AB

Försäkringspremie

Enligt försäkringsöversikt

Förmögenhetsbrottsförsäkring

Försäkringens omfattning

Omfattning: Förmögenhetsbrott

Försäkringsbelopp per skada och år gemensamt för Göteborgs stad: 100 000 000 SEK

Självrisk: 2 500 000 SEK, dock 5 000 000 SEK vid bedrägeri genom social manipulation.

Geografisk omfattning

Sverige

Villkor

WTW Extended Insurance for Commercial Crime 2008 v2 including Endorsements nr 1-20

Excessvillkor: DUAL AVBEX 2022

Skador eller krav som har orsakats av eller har samband med nedan är undantagna:

- Cyber
- Covid-19, smittsamma sjukdomar, smittoämnen eller virus.
- Terrorism
- Sanktionsöverträdelse (LMA 3100)
- Biologiska eller kemiska smittoämnen

Åtgärder vid skada

Förmögenhetsbrottsskador regleras av Göta Lejons leverantör Van Ameyde. Vid skada:

- En redogörelse för händelseförloppet och krav skickas så snart som möjligt med e-post till gotalcjon@vanameyde.com
- Bifoga även:
 - eventuella handlingar, fotografier och redogörelser för händelsen.
- Van Ameyde bekräftar därefter mottagandet till angiven kontaktperson samt informerar er om den vidare hanteringen av skadan.

Har du frågor till Van Ameyde, ring 0457-250 20.

Allmän information

Namn och postadress

Försäkrings AB Göta Lejon

Johan Willins gata 5, 416 64 Göteborg

Telefon: 031-368 55 00

gotalejon@gotalejon.goteborg.se

Digitala navet | Service, support och stöd i arbetet -

Våra försäkringar

Finansinspektionen

I egenskap av försäkringsbolag, vilket är en tillståndspliktig verksamhet, står Försäkrings AB Göta Lejon under Finansinspektionens tillsyn.

Kontaktuppgifter till Finansinspektionen:

Adress: Finansinspektionen, Box 7821, 103 97 Stockholm

E-post: finansinspektionen@fi.se

Telefon: 08-408 980 00

Provisioner

Försäkrings AB Göta Lejon tar inte emot eller avger provisioner i samband med försäkringsförmedling.

Överprövning

Ärendet kan omprövas om det tillkommit nya omständigheter eller om missförstånd har uppstått. Följ i så fall stegen nedan.

- Kontakta handläggaren för ärendet. Finns ytterligare fakta i ärendet som handläggaren inte känner till så kan en ny prövning göras. De flesta meningsskiljaktigheter brukar kunna redas ut vid ett personligt samtal.
- Kontakta handläggarens chef. Är ni fortfarande inte nöjda efter ett nytt samtal med handläggaren så kan ni kontakta handläggarens chef.
- Få er sak prövad hos Försäkrings AB Göta Lejons överprövningsnämnd. Ni mailar er begäran till gotalejon@gotalejon.goteborg.se
- Om ni fortfarande inte är nöjda kan ni få er sak prövad i allmän domstol.

Vid övriga frågor än ovan kontakta Göta Lejons klagomålsansvarige, Annika Forsgren tel. 031-368 55 07.

Försäkrings AB Göta Lejon innehar ansvarsförsäkring för rådgivande konsulter hos Trygg Hansa.

Försäkrings AB Göta Lejon företräder Göteborgs stad.



Environmental

Policy

Pollution and Remediation Legal Liability

Policy Period

2025-01-01 – 2025-12-31

Insured Göteborgs Stad

Köpmansgatan 20

411 13 Göteborg

Policy Number SE00002939LI25A

XL Insurance Company SE – Swedish Branch
Kungsgatan 5, 2nd floor, SE-111 43 Stockholm
Telephone: +46 8 440 89 80 axaxl.com

XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland.
Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland.
Registered in Ireland Number 641686.



Pollution and Remediation Legal Liability

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Pollution and Remediation Legal Liability

Schedule

Policy Number: SE00002939LI25A

1.

First Named Insured:

Registered Office:

Göteborgs Stad

c/o Försäkrings AB Göta Lejon
Johan Willins gata 5
416 64 Göteborg Sverige
2.

Additional Insured(s):

All operations including municipal companies, municipal associations and operations where the City of Gothenburg and its companies have undertaken an insurance responsibility, including the fire brigade.
3.

Policy Period:

Inception Date:

00:00 of the 1st of January 2025

Expiry Date:

24:00 of the 31st of December 2025

4(a). Limits of Liability and Self-Insured Retention:

Insuring Agreement	Self-Insured Retention		Limits of Liability	
	Each and Every Pollution Condition or Natural Resource Damage		Each and Every Pollution Condition or Natural Resource Damage	Aggregate Limits of Liability
A Pollution Legal Liability	SEK 5,000,000		SEK 300,000,000	SEK 300,000,000
B Remediation Legal Liability	SEK 5,000,000		SEK 300,000,000	SEK 300,000,000
C Environmental Liability Directive Legal Liability	SEK 5,000,000		SEK 300,000,000	SEK 300,000,000
D Covered Operations Legal Liability	SEK 5,000,000		SEK 300,000,000	SEK 300,000,000
E Transportation Legal Liability	SEK 5,000,000		SEK 300,000,000	SEK 300,000,000
F Business Interruption and Extra Expense	Deductible Period: 5 days	Insured Co- payment 10%	SEK 100,000,000	SEK 150,000,000
G Disaster Response Expense	SEK 5,000,000		SEK 10,000,000	SEK 10,000,000
H Non-owned Disposal Sites	SEK 5,000,000		SEK 300,000,000	SEK 300,000,000
I Legal Expense	SEK 5,000,000		SEK 300,000,000	SEK 300,000,000
J Emergency Costs	SEK 5,000,000		SEK 300,000,000	SEK 300,000,000
4(b). Aggregate Limit of Liability for Each and Every Pollution Condition and/or Natural Resource Damage				SEK 300,000,000
Policy Aggregate Limit of Liability for all Coverages				SEK 300,000,000

5. Covered Location(s): All locations:



- Currently owned or operated by the Insured according to Endorsement 02 and 03, as well as the most recently updated property spreadsheets received by email from the broker 9th of October 2024 and approved by AXA XL:

"TSI Staden Property 20250101.xlsx" "TSI Framtiden Property 2025.xlsx" "TSI Energy 2025.xlsx"

"Energy TSI PD 2024.xlsx" received by email 2023.12.29

- Divested assets previously owned or operated by the Insured while insured under this Policy according to the most recently updated property spreadsheet received by email from the broker and approved by AXA XL.

- | | | | | |
|-----|---|--|--|------------|
| 6. | Covered Operation(s): | All operations conducted by the Insured. | | |
| 7. | Policy Premium: | SEK 1,552,500 | excluding applicable Insurance Premium Tax | |
| 8. | Minimum Earned Premium: | 100% | | |
| 9. | Retroactive Date | | 2017.01.01 | |
| | Covering Pollution Conditions and Natural Resource Damage | | 2007.04.30 | for |
| | commencing after the Retroactive Date | | Endorsement 2 | |
| 10. | Reverse Retroactive Date | | - | |
| | Covering Pollution Conditions and Natural Resource Damage occurring | | | |
| | prior to the Reverse Retroactive Date | | | |

Signed for and on behalf of the Insurer:

**12 December 2024 Gunnar
Axelsson
XL Insurance Company SE**

Emergency Response hotline:
+33 (0)2 98 33 10 10 (English)
<https://wwz.cedre.fr/en>

CEDRE Duty Engineer 24 hours a day, 7 days a week:

Broker:

**Linda Nilunger Försäkrings
AB Göta Lejon Johan Willins
gata 5
416 64 Göteborg
Sverige**



Pollution and Remediation Legal Liability

Endorsements Applicable

1. **Additional Insured(s) Schedule**
2. **Covered Locations with Retroactive Date Combined**
3. **Additional Insured(s) Covered Locations with Retroactive Date Combined**
4. **Long Term Agreement**
5. **Additional of Landfill Exclusion**
6. **Amendment to Underground Storage Tank Exclusion**
7. **Known Conditions**
8. **PFAS / PFOS / PFOA Exclusion**
9. **Amendment to Exclusion of Terrorism**
10. **Amendment of Exclusion of Radioactive / Nuclear Material**
11. **Addition of Premium Payment Clause**
12. **Addition of Fraud Clause**



Pollution and Remediation Legal Liability

Policy

This is a “claims made and reported” policy. This **Policy** requires that a **Claim** be made upon the **Insured** and reported to the **Insurer** during the **Policy Period** or, if applicable, the **Extended Reported Period**. In addition, this **Policy** may have provisions or requirements different from other policies you may have purchased. Please read this **Policy** carefully.

I. Insuring Agreements

The **Insurer** will pay the following on behalf of the **Insured**:

A. **Pollution Legal Liability**

Loss the **Insured** is liable to pay resulting from any **Pollution Condition** in, on, at, under or emanating from any **Covered Location** as a result of a **Claim** first made against the **Insured** during the **Policy Period** provided that the **Insured** reports the **Claim** to the **Insurer**, in writing, during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

B. **Remediation Legal Liability**

Cleanup Costs resulting from any **Pollution Condition** in, on, at, under or emanating from any **Covered Location** as a result of:

1. a **Claim** first made against the **Insured** during the **Policy Period**; or
2. a **Discovery** of any **Pollution Condition** during the **Policy Period**,

for which the **Insured** is liable to pay, provided that the **Insured** reports the **Claim** or **Discovery** to the **Insurer**, in writing, during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

C. **Environmental Liability Directive Legal Liability**

Natural Resource Damage Costs resulting from any **Natural Resource Damage** in, on, at, under or emanating from any **Covered Location** as a result of:

1. a **Claim** first made against the **Insured** during the **Policy Period**; or
2. a **Discovery** of **Natural Resource Damage** during the **Policy Period**,

for which the **Insured** is liable to pay pursuant to the **Environmental Liability Directive**, provided that the **Insured** reports the **Claim** or **Discovery** to the **Insurer**, in writing, during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

D. **Covered Operations Legal Liability**

Loss, Cleanup Costs or **Natural Resource Damage Costs** the **Insured** is liable to pay arising out of the performance of a **Covered Operation** as a result of a **Claim** first made against the **Insured** during the **Policy Period** provided that the **Insured** reports the **Claim** to the **Insurer**, in writing, during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

E. **Transportation Legal Liability**

Loss, Cleanup Costs or **Natural Resource Damage Costs** the **Insured** is liable to pay arising out of **Transportation** as a result of a **Claim** first made against the **Insured** during the **Policy Period** provided that the **Insured** reports the **Claim** to the **Insurer**, in writing, during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

F. **Business Interruption and Extra Expense**

Business Interruption and **Extra Expense** resulting from the reasonable and necessary suspension of the **Insured’s** operations because of:

1. a **Pollution Condition**; or
2. **Natural Resource Damage**,



in, on, at or under any **Covered Location** where such **Business Interruption** and **Extra Expense** commences during the **Policy Period**, subject to the **Deductible Period** and less the **Insured Co- payment**, provided the **Insured** reports the **Business Interruption** and **Extra Expense** to the **Insurer**, in writing, during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

G. **Disaster Response Expense**

Disaster Response Expense following any **Pollution Condition** or **Natural Resource Damage** in, on, at, under or emanating from any **Covered Location** that has resulted in or is likely to result in:

1. **Loss, Cleanup Costs** or **Natural Resource Damage Costs** covered under this **Policy**;
2. spontaneous **Media Event** coverage; or
3. a need for a **Disaster Response Advisor**,

provided such **Pollution Condition** or **Natural Resource Damage** commences during the **Policy Period** and is reported by the **Insured** to the **Insurer**, in writing, during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

H. **Non-Owned Disposal Site(s) Legal Liability**

Loss, Cleanup Costs or **Natural Resource Damage Costs** the **Insured** is liable to pay arising out of any **Pollution Condition** or **Natural Resource Damage** in, on, at, under or emanating from a **Non-Owned Disposal Site** but solely as respects the liability of the **Insured**, provided that the **Insured** reports the **Claim** to the **Insurer**, in writing, during the **Policy Period** or, if applicable, the **Extended Reporting Period**.

I. **Legal Expense**

Legal Expense to defend a **Claim** for **Loss, Cleanup Costs, Natural Resource Damage Costs** or any other coverages afforded by endorsement attached to this **Policy**.

J. **Emergency Costs**

Emergency Costs incurred by the **Insured** during the **Policy Period** provided that the **Insured** reports the **Emergency Costs** to the **Insurer**, in writing, as soon as practicable after the commencement of emergency works and in any event, during the **Policy Period** or the **Extended Reporting Period**, if applicable.

II. Exclusions

This **Policy** does not apply to **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense** or any other coverages afforded by endorsement attached to this **Policy**:

A. **Asbestos and Lead-based Paint**

based upon or arising out of the existence, removal or abatement of any of the following:

1. asbestos in any form, including but not limited to products containing asbestos, asbestos fibres, asbestos dust, and asbestos containing materials in, on or applied to any fixture, building or other structure; or
2. lead-based paint in, on or applied to any fixture, building or other structure, or pipes containing lead or painted with lead-based paint.

This exclusion does not apply to **Cleanup Costs** or **Natural Resource Damage Costs** with respect to soil, groundwater and surface water.

B. **Capital Improvement Costs**

based upon or arising out of:

1. the replacement, repair, restoration, improvement or adding to, any equipment or facility, whose defectiveness or inefficiency gives rise to any **Pollution Condition** or **Natural Resource Damage** or breach of any law, **Environmental Liability Directive**, permit, notice,



letter, order or other approval or any written instruction from any governmental authority or representative; or

2. any **Pollution Condition** or **Natural Resource Damage** arising out of a deliberate act or omission, wilful misconduct or gross negligence on the part of a **Responsible Insured** with regard to the maintenance, replacement, repair, restoration, monitoring, improvement, adding to or upgrading of any equipment or facility.

C. **Contractual Liability**

based upon or arising out of the **Insured's**:

1. assumption of liability in a written contract or written agreement; or
2. a breach of contract or agreement to which the **Insured** is a party.

This exclusion does not apply to liability that the **Insured** would have in the absence of the contract or agreement or liability assumed by the **Insured** in a contract or agreement that is specified in the **Insured's** Contract Schedule and is specifically endorsed onto this **Policy**.

D. **Covered Operations**

solely with regard to coverage afforded under this **Policy** arising from **Covered Operations** based upon or arising out of:

1. a **Claim** seeking non pecuniary relief;
2. **Property Damage** to work performed by or on behalf of the **Insured** or any portion of such work or any materials, parts or equipment furnished in connection with such work;
3. the rendering of or the failure to render professional services by the **Insured**; or
4. any **Claim** based upon or arising out of the advising or requiring of, or failure to advise or require or failure to maintain any form of insurance, suretyship or bond, either with respect to the **Insured** or any other entity or company.

E. **Divested Location**

based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** in, on, at, under or emanating from any **Covered Location** where the **Pollution Condition** or **Natural Resource Damage** commenced subsequent to the time such **Covered Location** was sold, given away or abandoned by the **Insured** or divested involuntarily.

F. **Employers' Liability**

based upon or arising out of any injury to any employee, director, officer, partner, temporary worker or leased worker of an **Insured** or under any workers' compensation, employers' liability, unemployment compensation, disability benefits law, or similar law.

G. **Hostile Acts and Terrorism**

based upon or arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (including but not limited to **Terrorism**, and whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense** or any other coverages afforded by endorsement attached to this **Policy**.

H. **Insured's Property/Bailee Liability**

with respect to **Property Damage** only, to real property owned, leased or operated by the **Insured**, or personal property in the care, custody or control of the **Insured** even if such **Property Damage** is incurred to avoid or mitigate **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense** or any other damages or expenses which may be covered under this **Policy** or to respond in any way to any **Pollutants**, any **Pollution Condition** or any **Natural Resource Damage**.



For the avoidance of doubt, this exclusion does not apply to **Cleanup Costs** or **Natural Resource Damage Costs** with respect to soil, groundwater or surface water at a **Covered Location**.

This exclusion does not apply to **Replacement Costs**.

I. **Insured versus Insured**

based upon or arising out of any **Claim** by one **Insured** against any other **Insured**.

J. **Intentional Non-compliance**

based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that results from the intentional disregard of, or the deliberate, wilful or dishonest non-compliance by any **Responsible Insured** with, any law, **Environmental Liability Directive**, permit, notice, letter, order or other approval or any written instruction from any governmental authority or representative.

K. **Known Condition(s)**

based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** known to any **Responsible Insured** prior to the inception date of this **Policy** or prior to the **Covered Location** or **Covered Operation** being endorsed onto this **Policy**, unless such **Pollution Condition** or **Natural Resource Damage** is specifically mentioned in documents listed in an Insured Disclosure Schedule endorsed onto this **Policy**.

L. **Material Change in Use or Operations**

based upon or arising out of:

1. a material change in the use of any **Covered Location**, or a material change in a **Covered Operation**, from that set forth by the **Insured** in the application or other supplemental materials submitted to the **Insurer** as of the inception date of this **Policy** or as of the date the **Covered Location** or **Covered Operation** was endorsed onto this **Policy**, or
2. development, decommissioning or cessation of activities at any **Covered Location**.

M. **Multiplied Damages/Fines/Penalties**

based upon or arising out of criminal, non-criminal, civil or administrative fines or penalties and exemplary, aggravated or multiplied damages.

N. **Notices to Previous Insurers**

based upon or arising out of any **Claim** or potential **Claim** which:

1. the **Insured** was aware of prior to the inception date of this **Policy**, irrespective of whether the **Insured** believed or expected such **Claim** or potential **Claim** would involve this **Policy**; or
2. notice of which has been given under any other policy prior to the inception date of this

Policy.

O. **Products Liability**

based upon or arising out of goods, materials or products manufactured, sold, handled, distributed, supplied, altered or repaired by or on behalf of any **Insured** or by any others under licence or trade name from any **Insured** after physical possession of such has been relinquished to others. This includes any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto, but only if the **Pollution Condition** or **Natural Resource Damage** occurs away from a **Covered Location** or the location of a **Covered Operation** or after physical possession of such has been relinquished.

P. **Radioactive / Nuclear Material**

based upon or arising out of:

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the processing or reaction of nuclear fuel; or
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;



including but not limited to the actual, alleged or threatened exposure of any person(s) or property to any such matter.

Q. Retroactive Date

based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that commenced prior to the Retroactive Date stated in Item 9. of the Schedule which includes any dispersal, migration, further movement or other continuation of any such **Pollution Condition** or **Natural Resource Damage** on or after that Retroactive Date.

R. Reverse Retroactive Date

based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that commenced subsequent to the Reverse Retroactive Date stated in Item 10. of the Schedule.

S. Site Investigation

based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** discovered in the course of any investigation, sampling, testing, assessment or other analysis, performed after the inception date of this **Policy** of air, soil, sediments, or any watercourse or body of water including groundwater and surface water, in, on, at, under or emanating from any **Covered Location** or site of a **Covered Operation**.

This exclusion does not apply to any **Pollution Condition** or **Natural Resource Damage** in, on, at, under or emanating from any **Covered Location** that is discovered solely as a result of:

1. a **Claim** by a governmental authority or representative acting under law enacted to impose liability for a **Pollution Condition**, or the **Environmental Liability Directive**, in the jurisdiction of any **Covered Location** requiring the **Insured** to investigate, sample, test, assess or perform other analysis, provided that no **Insured**, or anyone acting on behalf of an **Insured**, has approached any governmental authority or representative to request, suggest or otherwise communicate that any investigation, sampling, testing, assessment or other analysis be ordered or performed; or
2. activities consistent with any regular monitoring of any **Covered Location** to comply with the terms and conditions of a licence or permit.

Notwithstanding the above, this **Policy** does not cover any **Claim** based upon or arising out of any legislation according to which a survey(s) or investigation(s) of the environmental condition of any **Covered Location** may or must be undertaken as a condition of the licence, permit or other approval or the grant, renewal, reconsideration, varying, transfer or any other modification, or any revocation or surrender, of a licence, permit or other approval.

T. Underground Storage Tank(s)

based upon or arising out of the existence of any **Underground Storage Tank** at any **Covered Location**, or associated with any **Covered Operation**.

This exclusion does not apply to an **Underground Storage Tank**:

1. the existence of which is unknown to a **Responsible Insured** as of the inception date of this **Policy** or the date that any **Covered Location** or **Covered Operation** at issue is endorsed onto this **Policy**;
2. which is listed in the Underground Storage Tank(s) and Associated Piping Schedule, if any;
3. which is an in-ground treatment process tank open to the atmosphere;
4. which is a flow through process tank, storm-water or waste water collection system, oil/water separator, pit or septic tank; or
5. which is situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the **Underground Storage Tank** is situated upon or above the surface of the floor.



III. Extended Reporting Period

- A. If coverage similar or the same as that provided under this **Policy** has not been purchased for the period immediately following the expiry of the **Policy Period** on or before the expiry of the **Policy Period**, and if the total premium for this **Policy** has been paid in full, the **Insured** will be entitled to an automatic **Extended Reporting Period** of ninety (90) days and the **Insured** will be entitled to request an additional **Extended Reporting Period** which may be granted on terms which are at the **Insurer's** sole discretion.
- B. Any **Extended Reporting Period** will not in any way increase any of the Limits of Liability specified in Item 4. of the Schedule, and any payments made in relation to matters notified during the **Extended Reporting Period** shall be part of and not in addition to such Limits of Liability.
- C. There shall be no **Extended Reporting Period** where this **Policy** has been cancelled.

IV. Limits of Liability, Self-Insured Retention and Aggregation

- A. The **Insurer's** liability under this **Policy** in respect of each and every **Pollution Condition** or **Natural Resource Damage** for any one Insuring Agreement:
 - 1. shall be in excess of the applicable Self-Insured Retention stated in Item 4(a). of the Schedule;
 - 2. shall not exceed the relevant Limit of Liability for each and every **Pollution Condition** or **Natural Resource Damage** for that Insuring Agreement as set out in Item 4(a). of the Schedule; and
 - 3. shall not exceed the applicable Aggregate Limit of Liability for such Insuring Agreement as set out in Item 4(a). of the Schedule.
- B. The **Insurer's** total liability under this **Policy** for each and every **Pollution Condition** and/or **Natural Resource Damage** shall not exceed the Aggregate Limit of Liability for Each and Every **Pollution Condition** and/or **Natural Resource Damage** as set out in Item 4(b). of the Schedule.
- C. The **Insurer's** total liability for all Insuring Agreements under this **Policy** in the aggregate shall not exceed the Policy Aggregate Limit of Liability for all Coverages stated in Item 4(b). of the Schedule.
- D. The Self-Insured Retention and:
 - 1. any **Business Interruption** or **Extra Expense** during the **Deductible Period** stated in Item 4(a). of the Schedule; and
 - 2. the **Business Interruption** and **Extra Expense** stated as the **Insured Co-payment** in the Self-Insured Retention column of Item 4(a). of the Schedule,

are to be borne by the **Insured** and are not to be insured unless the **Insurer** has provided prior written consent to the First Named Insured.

- E. All **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense** or any other coverages afforded by endorsement attached to this **Policy** arising out of the same or related **Pollution Condition** or **Natural Resource Damage** at any one **Covered Location** or **Covered Operation** will be aggregated and subject to one Limit of Liability, and only one Self-Insured Retention shall be applied to the aggregated amount. Where more than one Limit of Liability or Self-Insured Retention is stated at Item 4(a). of the Schedule, and where only one Limit of Liability or Self-Insured Retention shall be applied in accordance with this clause, the larger Limit of Liability or Self-Insured Retention shall be applicable, provided that any **Deductible Period** applicable will continue to apply in addition to any monetary Self-Insured Retention.



- F. Any **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense**, or any other coverages afforded by endorsement attached to this **Policy** arising out of the same or related **Pollution Condition** or **Natural Resource Damage** incurred and reported by the **Insured** to the **Insurer**, in writing, over more than one **Policy Period** will be:
1. considered a single **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense**, or other coverage as specified; and
 2. will be subject to the same Limits of Liability and Self-Insured Retention(s) in effect at the time of the first reported **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense**, or other coverage as specified.

V. Reporting, Defence, Settlement and Co-operation

- A. In the event any:
1. **Claim** is first made against the **Insured** during the **Policy Period**; or
 2. **Discovery** is made during the **Policy Period**,

the **Insured** must forward to the **Insurer**, at the address listed in Section VIII. Key Addresses, such **Claim** or full particulars with respect to the time, place and circumstances of the **Discovery** as soon as practicable and in any event during the **Policy Period** or the **Extended Reporting Period**, if applicable. If this clause is not complied with, the **Insurer** shall have no liability in respect of such **Claim** or **Discovery**.

- B. No costs, charges or expenses will be incurred, nor obligations assumed or measures commenced without the **Insurer's** prior written consent. This provision does not apply to **Emergency Costs**.
- C. The **Insured** must notify the **Insurer** if **Emergency Costs** have been incurred as soon as practicable of such costs having been incurred and in any event during the **Policy Period** or the **Extended Reporting Period**, if applicable. If this clause is not complied with, the **Insurer** shall have no liability in respect of such **Emergency Costs**.
- D. The **Insurer** shall not be obliged to make any payment in connection with any liability admitted by the **Insured** or settlement agreed by the **Insured** unless the **Insurer** has provided prior written consent to the liability being admitted or settlement being agreed.
- E. If the **Insurer** recommends a settlement of a **Claim**:
1. for an amount within the Self-Insured Retention stated in Item 4(a). of the Schedule and the **Insured** refuses such settlement, the **Insurer** will not be liable for any **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense** or any other coverages afforded under this **Policy** or any endorsements attached thereto in excess of the Self-Insured Retention in respect of such **Claim**; or
 2. for a total amount in excess of the Self-Insured Retention stated in Item 4(a). of the Schedule and the **Insured** refuses such settlement, the **Insurer's** liability for **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense** or any other coverages afforded under this **Policy** or any endorsements attached thereto will be limited to that portion of the recommended settlement and the costs, charges and expenses as of the **Insured's** refusal which exceed the Self-Insured Retention and fall within the Limits of Liability stated in Item 4. of the Schedule.
- F. It is the duty of the **Insured** to defend any **Claim**. The **Insurer** shall have the right, in its sole discretion, to assume the conduct of the defence and settlement of any **Claim**. If the **Insured** fails to co-operate or does not allow the **Insurer** to assume conduct of the defence and settlement of any **Claim**, the **Insurer** shall have no liability under this **Policy** in connection with that **Claim**.



- G. The **Insured**, on the demand of the **Insurer**, will reimburse the **Insurer** for any element of **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense, Legal Expense** or any other coverages afforded under this **Policy** falling within the Self-Insured Retention stated in Item 4(a). of the Schedule.
- H. The **Insurer** may at any time pay to the **Insured** in connection with any **Claim(s)** the remaining amount of any applicable Limit of Liability stated in Item 4(a). of the Schedule. Upon payment the **Insurer** shall relinquish its right to participate with the **Insured** in the defence and settlement of, and shall have no further liability in connection with, such **Claim(s)**.

VI. General Conditions

A. Assignment

This **Policy** cannot be assigned without the prior written consent of the **Insurer**.

B. Cancellation

1. This **Policy** may be cancelled by the First Named Insured at any time by posting to the **Insurer** written notice stating when thereafter the cancellation will be effective. The date of posting of such written notice will be the end of the **Policy Period**.
2. The Minimum Earned Premium for this **Policy** will be the percentage stated in Item 8. of the Schedule and represents the amount of the total premium for this **Policy** which is deemed fully earned by the **Insurer** on the inception date of this **Policy** and no refund of the Minimum Earned Premium will be given.
3. In the event of cancellation by the First Named Insured, a pro rata refund of the premium will be given, provided that:

a. no **Claim(s)** or **Discovery(ies)** or facts or circumstances that could result in a **Claim** or **Discovery** have been notified to the **Insurer**; and

- b. the Minimum Earned Premium stated in Item 8. of the Schedule will be deemed fully earned at the date of cancellation and no refund of the Minimum Earned Premium will be given.

4. The **Insurer** may cancel this **Policy** at any time but only for the following reasons:
 - a. any **Insured** commits fraud;
 - b. any **Insured** breaches or fails to comply with **Policy** terms, conditions, contractual duties, or any of its obligations under this **Policy** or at law; or
 - c. any **Insured** fails to pay the premium or any Self-Insured Retention.
5. If the **Insurer** wishes to cancel the **Policy**, the **Insurer** will provide written notice to the First Named Insured stating when not less than sixty (60) days thereafter (or ten (10) days for non-payment of premium) such cancellation will be effective. The posting or sending of such notice will be sufficient proof of notice of cancellation. The effective date and time of cancellation stated in the notice will be the end of the **Policy Period**.
6. If the **Insurer** cancels this **Policy**, the amount of premium returnable to the First Named Insured will be computed pro rata and the Minimum Earned Premium will not apply.
7. Any refund or premium adjustment will not take place until after the end of the **Policy Period**.
8. If a **Claim** is made against the **Insured**, and the **Pollution Condition** or **Natural Resource Damage** related to such **Claim** is discovered or coverage is requested from the **Insurer** by the **Insured** during this **Policy Period**, then the premium will be deemed fully earned, and the **Insured** is not entitled to any return of premium upon cancellation.

C. Law and Jurisdiction



All matters arising hereunder including but not limited to questions or disputes related to the validity, interpretation, performance and enforcement of this **Policy** will be determined in accordance with the laws of Sweden. The **Insurer** and the **Insured** will submit to the exclusive jurisdiction of the Arbitration Institute of the Stockholm Chamber of Commerce, Sweden, and will comply with all the requirements necessary to give such court jurisdiction.

D. Documentation

In respect of a claim under Section I. Insuring Agreement, sub-section F. Business Interruption and Extra Expense, the **Insured** will provide the **Insurer** with a detailed claim for payment accompanied by a computation of loss as soon as practicable. The **Insured** shall also produce any documentary evidence, including but not limited to accounts and supporting documents, invoices and the like for the period of twenty-four (24) months immediately preceding the suspension of the **Insured's** operations giving rise to the **Business Interruption**, as may be required by the **Insurer** and its representatives, to support the computation of loss. If the **Insured** does not comply with any reasonable request for documentation by the **Insurer** or its representatives in accordance with this clause, the **Insurer** will not be liable for any **Business Interruption** or **Extra Expense**.

E. Inspection

The **Insurer** will be permitted but is not obliged to inspect, sample and monitor the **Insured's** property and operations and any **Covered Location** or **Covered Operation** at any time, as far as they relate to the subject matter of this **Policy**. The **Insurer's** right to make inspections, collect samples and monitor or the actual undertaking thereof, or any report thereon does not constitute an undertaking to determine or warrant that such property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, **Environmental Liability Directive**, rule, regulation, code of practice or guidance.

Access for the inspection, sampling and monitoring will be co-ordinated through the broker or agent of the First Named Insured.

F. Interpretation

The descriptions in the headings of this **Policy** are solely for convenience and form no part of the terms and conditions of this **Policy**.

G. Other Insurance

This insurance will be in excess of the Self-Insured Retention stated in Item 4(a). of the Schedule and any other valid and collectible insurance available to the **Insured**, whether such other insurance is stated to be primary, pro rata, contributory, excess, umbrella, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability stated in Item 4. of the Schedule.

H. Sanctions

The **Insurer** shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this **Policy** if and to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under either United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

I. Severability

Except with respect to Limits of Liability stated in Item 4. of the Schedule and any rights and duties assigned in this **Policy** to the First Named Insured, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in breach of a term, duty or condition under this **Policy** by one **Insured** will not by itself affect coverage for another **Insured** under this **Policy**. However, this condition will not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

J. Sole Agent



The First Named Insured will act on behalf of all **Insured(s)** for the payment or return of premium, payment of the Self-Insured Retention, receipt and acceptance of any endorsement issued to form a part of this **Policy**, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section III. Extended Reporting Period.

K. **Subrogation**

In the event of any payment under this **Policy**, the **Insurer** will be subrogated to all the **Insured's** rights of recovery against any person or organisation and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice the **Insurer's** subrogation rights.

L. **Territorial Limits**

This **Policy** only applies to **Claim(s)** or **Discovery(ies)** resulting from **Pollution Conditions** or **Natural Resource Damage** which originate in the European Economic Area, and where any **Claim** is first brought and always maintained within the European Economic Area.

VII. Definitions

- A. **Additional Insured** means any person(s) or entity(ies) designated as such in Item 2. of the Schedule or as endorsed onto this **Policy**, but solely to the extent such person(s) or entity(ies) is liable for any **Loss, Cleanup Costs, Natural Resource Damage Costs, Business Interruption, Extra Expense, Disaster Response Expense** or **Legal Expense**.
- B. **Bodily Injury** means physical injury, sickness, or disease, and any accompanying mental anguish or emotional distress sustained by any person, including death resulting therefrom, caused by any **Pollution Condition**.
- C. **Business Interruption** means the loss of **PBIT** during the **Period of Restoration** as a direct result of the suspension of the **Insured's** operations at a **Covered Location**, less any costs saved as a result of such suspension. Such loss of **PBIT** shall be calculated by reference to the **Insured's PBIT** for the financial year occurring prior to the suspension.

Business Interruption shall be adjusted as necessary to take into account the trend of the **Insured's** business and variations in or other circumstances affecting the business (including seasonality) which would have affected the business in absence of any suspension.

Business Interruption shall be calculated for the **Insured** by an accountant chosen from the **Insurer's** panel.

- D. **Carrier** means any person(s) or entity(ies), including the **Insured** or any subsidiary or affiliate of the **Insured**, or a person(s) or entity(ies) engaged by or on behalf of the **Insured**:
1. in respect of products, goods and materials, licensed and in the business of transporting products, goods or materials for hire; or
 2. in respect of waste, licensed to transport, and in the business of transporting, waste.
- E. **Claim** means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of any **Insured** and includes any legal proceedings against an **Insured** arising out of any **Pollution Condition** or **Natural Resource Damage**.
- Claim** does not include any of the foregoing arising out of a **Pollution Condition** or **Natural Resource Damage** reported under a prior policy issued by the **Insurer** or any entity affiliated with the **Insurer**.
- F. **Cleanup Costs** means expenses resulting from a **Pollution Condition** and incurred to investigate, assess, remove, dispose of, treat, abate, contain or neutralise any **Pollution Condition**, including any associated monitoring and testing costs provided that payment of such expenses is required by law enacted to impose liability for such **Pollution Condition** in the jurisdiction of any **Covered Location, Covered Operation, Transportation** or **Non-owned Disposal Site** at issue.

Cleanup Costs includes **Emergency Costs** and **Replacement Costs**.



- G. **Covered Location** means any location stated in Item 5. of the Schedule or as endorsed onto this **Policy** provided that the location continues to be used as set forth in the application or other supplementary materials or written information submitted to the **Insurer** prior to the inception date of this **Policy** or prior to the date the location is endorsed onto this **Policy**.
- H. **Covered Operation** means any activity that is actually carried out by the **Insured** beyond the legal boundary of any **Covered Location** and as listed in Item 6. of the Schedule or as endorsed onto this **Policy**.
- I. **Deductible Period** means the period of time that begins with the date and time that the **Insurer** received and recorded written notice of the necessary suspension of the **Insured's** operations due to any **Pollution Condition** or **Natural Resource Damage** and ends within the timeframe scheduled in Item 4(a). of the Schedule, Deductible Period, of this **Policy**. The **Deductible Period** must begin in the **Policy Period**.
- J. **Disaster Response Advisor** means any public relations firm or crisis management firm hired by the **Insured** with the **Insurer's** prior written consent, to minimise potential harm to the **Insured** by maintaining and/or restoring public confidence in the **Insured**.
- K. **Disaster Response Expense** means any reasonable and necessary expenses arising out of a **Pollution Condition** or **Natural Resource Damage** incurred by the **Insured** or the **Disaster Response Advisor** with the prior written consent of the **Insurer**. These expenses include, but are not limited to, medical expenses, funeral expenses, psychological counseling expenses, travel expenses, temporary living expenses, printing and postage expenses, and expenses to secure the scene in the event of a disaster.
- L. **Discovery** means any **Pollution Condition** or **Natural Resource Damage** first discovered at any **Covered Location** during the **Policy Period** where such **Pollution Condition** or **Natural Resource Damage** is encountered during the ordinary course of the **Insured's** use of the **Covered Location** as of the inception date of this **Policy** or the date that the **Covered Location** is endorsed onto this **Policy**, and is not discovered as a result of an investigation or survey to assess, identify or search for the presence of any **Pollutants, Pollution Conditions** or **Natural Resource Damage** in, on, at, under or emanating from the **Covered Location**.
- M. **Emergency Costs** means reasonable and necessary **Cleanup Costs** and **Natural Resource Damage Costs** incurred in good faith by the **Insured** on an emergency basis:
1. to avoid the occurrence of a **Pollution Condition** or **Natural Resource Damage** that may give rise to a **Claim**; or
 2. to avoid a significant increase in the cost of responding to a **Claim**,

for which the **Insured** has no choice but to carry out the emergency works immediately. For the avoidance of doubt,

Emergency Costs do not include capital improvement costs.

- N. **Environmental Liability Directive** means:
1. Directive 2004/35/CE on environmental liability with regard to the prevention and remedying of environmental damage including any amendments to such Directive; and
 2. legislation enacted by a Member State to transpose Directive 2004/35/CE into domestic law, including any amendments to such domestic law, provided that the domestic legislation has the force of law.
- O. **Extra Expense** means necessary expenses incurred by the **Insured**, over and above the **Insured's** continuing normal operating expenses, during the **Period of Restoration**, that the **Insured** would not have incurred had no **Pollution Condition** or **Natural Resource Damage** been discovered at the **Covered Location**, provided that the expenses are necessarily incurred to avoid or minimise the suspension of business and to continue operations:
1. at the **Covered Location**; or
 2. at replacement or temporary location(s), including:
 - a. relocation expenses; and



- b. costs to equip and operate the replacement or temporary location(s),

provided that the expenses shall not be greater than the loss of profit (or reduction in loss) that would have occurred during a suspension.

- P. **Extended Reporting Period** means the period referred to in Section III. Extended Reporting Period (if applicable).
- Q. **Insured** means:
1. the First Named Insured;
 2. any **Additional Insured**; and
 3. any present or former director, officer, partner or employee of any **Insured**, but solely while acting within the course and scope of their duties as such for that **Insured**.
- R. **Insured Co-payment** means the percentage of the **Business Interruption** and **Extra Expense** shown in Item 4(a). of the Schedule, which is to be borne by the **Insured**.
- S. **Insurer** means XL Insurance Company SE.
- T. **Legal Expense** means reasonable and necessary legal fees and any costs, charges and expenses (including those paid to technical or other experts) incurred by or on behalf of the **Insured** in the investigation, adjustment or defence of a **Claim** with the prior written consent of the **Insurer**.

Legal Expense does not include time, legal fees, costs, charges and expenses incurred by the **Insured** in assisting in the investigation or resolution of a **Claim** or in connection with **Cleanup Costs** or **Natural Resource Damage Costs** including but not limited to the costs of the **Insured's** in-house lawyers, salaries or charges of employees or officials of the **Insured**, or fees and expenses of supervisory legal advisors retained by the **Insured**.

- U. **Loss** means a monetary judgment, award or settlement of compensatory damages arising from:
1. **Bodily Injury**; and/or
 2. **Property Damage**.

Loss does not include **Cleanup Costs** or **Natural Resource Damage Costs**.

- V. **Media Event** means a spontaneous event that results in coverage by mass media organisations, particularly television news and newspapers in both print and Internet editions.
- W. **Natural Resource Damage** means physical injury to, including the destruction of, protected species and natural habitats, water or land as specified in the **Environmental Liability Directive**.

For the avoidance of doubt, in the event that **Natural Resource Damage** occurs during and continues after the **Policy Period**, this **Policy** provides cover only for its occurrence during the **Policy Period** subject to the other terms and conditions of this **Policy**.

- X. **Natural Resource Damage Costs** means:
1. costs incurred by or on behalf of the **Insured** for **Natural Resource Damage** which the **Insured** is liable for; and/or
 2. a **Claim** for the reimbursement of costs for **Natural Resource Damage**,

including but not limited to preventive measures, primary, complementary and compensatory remediation and any other measures to remedy environmental damage as described in the **Environmental Liability Directive**.

Natural Resource Damage Costs includes **Emergency Costs** and **Replacement Costs**.

- Y. **Non-Owned Disposal Site** means any site:
1. located within the European Economic Area that is designed, engineered, constructed and operated for the permanent disposal of waste in accordance with a permit or licence for such permanent disposal from the relevant governmental authority and is permitted or licensed to accept such waste as of the date the waste is unloaded at the site;



2. where waste that originates from any **Covered Location** or **Covered Operation** is permanently disposed of provided that the area of the **Non-Owned Disposal Site** in which such waste is permanently disposed is designed, engineered, constructed, operated and permitted or licensed for the permanent disposal of waste;
 3. which is not used to store or prepare waste for further transport including but not limited to its recovery, treatment or disposal at another location whether on or off the **Non-Owned Disposal Site**; and
 4. the **Non-owned Disposal Site** is not managed, operated, owned or leased by any **Insured** or an affiliate of any **Insured**.
- Z. **PBIT** means profit before interest and tax.
- AA. **Period of Restoration** means the period of time that begins after the **Deductible Period** and ends when the **Covered Location** should be restored to operation with reasonable speed and quality or when business activities resume at a new permanent location. The expiration date of this **Policy** will not reduce the **Period of Restoration** nor shall the **Extended Reporting Period**, if applicable, extend it.
- BB. **Policy** means this policy wording, the Schedule and any attached endorsements.
- CC. **Policy Period** means the period stated in Item 3. of the Schedule or any shorter period arising as a result of cancellation or other termination of the **Policy**.
- DD. **Pollutants** means any solid, liquid, gaseous or thermal pollutant, irritant or contaminant or poisonous, noxious or polluting matter, including but not limited to smoke, vapours, odours, soot, fumes, acids, alkalis, toxic chemicals, hazardous materials, electromagnetic fields, and waste materials, including medical, infectious and pathological waste, and low level radioactive waste.
- EE. **Pollution Condition** means:
1. the discharge, dispersal, release, seepage, migration, or escape of **Pollutants** into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater; or
 2. the unlawful abandonment by anyone other than the **Insured**, and without the knowledge or consent of the **Insured**, of **Pollutants**, or any drums, tanks, or similar containers holding such **Pollutants**, in, on, at or under any **Covered Location**.
- FF. **Property Damage** means:
1. physical injury to or destruction of tangible property, including the resulting loss of use thereof, and including the personal property of third parties;
 2. loss of use of such property that has not been physically injured or destroyed;
 3. diminished third party property value; or
 4. third party business interruption.

Property Damage does not include **Cleanup Costs** or **Natural Resource Damage Costs**.

- GG. **Replacement Costs** means costs necessarily incurred by or on behalf of the **Insured** to repair or replace real or personal property damaged while incurring **Cleanup Costs** or **Natural Resource Damage Costs** to the condition it was in prior to being damaged during the course of incurring **Cleanup Costs** or **Natural Resource Damage Costs**.

However, these costs will not exceed the Actual Cash Value of such real or personal property immediately prior to incurring the **Cleanup Costs** or **Natural Resource Damage Costs** or include costs associated with improvements or betterments. For the purposes of this definition, Actual Cash Value means the costs to replace such real or personal property immediately prior to incurring the **Cleanup Costs** or **Natural Resource Damage Costs** minus the accumulated depreciation and obsolescence of the real or personal property.

- HH. **Responsible Insured** means:



1. any officer, director or partner of the **Insured**;
2. any manager of any **Covered Location** or **Covered Operation**; or
3. any employee of the **Insured** responsible, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance for the **Insured**.

II. **Terrorism** means the commission or threat of:

1. an act of force or violence;
2. an act otherwise dangerous to any person, property, animals or the environment, including but not limited to the use of or the discharge, dispersal, release, seepage, migration or escape of any **Pollutant(s)** into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water or groundwater;
3. an act which causes **Natural Resource Damage** or a threat of **Natural Resource Damage**; or
4. an act which disrupts or interferes with any public or private systems, including but not limited to communication, electronic, information, mechanical, delivery or transportation,

where the stated or implied purpose or effect of any such act or threat is to cause chaos; to intimidate, coerce or disrupt a government, the military or civilian population or any portion thereof, or any segment of business, industry or the economy; to further political, ideological, religious, social or economic objectives; or to express (or express opposition to) a philosophy or ideology.

JJ. **Transportation** means the movement by a **Carrier** of products, goods and materials manufactured, sold, handled, distributed, supplied, altered or repaired by the **Insured** and waste generated by the **Insured**, including the Loading and Unloading of such products, goods, materials or waste, after the **Carrier** crosses the legal boundary of a **Covered Location**, and, provided that coverage is afforded by Section I. Insuring Agreement, sub-section E. Transportation Legal Liability.

Loading and Unloading means all loading and unloading activities except for those activities which occur during the course of disposal, abandonment or final delivery of such products, goods, materials or waste.

KK. **Underground Storage Tank(s)** means any stationary container or vessel, including the associated piping connected thereto, which is at least ten per cent (10%) or more beneath the surface of the ground and is:

1. constructed primarily of non-earthen materials; and
2. designed to contain any substance.



VIII. Key Addresses

All notifications of any claim pertaining to this **Policy** should be sent to the Environmental Claims Department at the following address. All other notices pertaining to this **Policy**, with the exception of complaints, should be sent to the Environmental Underwriting Department, also at the following address:

The Claims Manager XL Catlin Services SE
Kungsgatan 5
111 43 Stockholm Sweden

nordicclaims@axaxl.com Phone +46 (0)8 440 89 90

Underwriting Department gunnar.axelsson@axaxl.com

The **Insurer** will notify the **Insured** of any change in this address.

IX. Questions and Complaints

If you have any questions or concerns about this **Policy** or the handling of a claim, you should, in the first instance, contact the Underwriter in charge of your account.

While the Company aims to provide the **Insured** with a first-class policy and unrivalled service, there may be times when you feel that we have not done so.

In the event you are dissatisfied and wish to make a complaint, you can do so by directing your concerns to: Complaints Officer
XL Catlin Services SE, Sweden filial Kungsgatan 5, 2 tr
111 43 Stockholm Sweden
Email: nordics@axaxl.com

or, to the global complaints team:

Complaints Department XL Catlin Services SE
Wolfe Tone House, Wolfe Tone Street, Dublin 1, DO1HP90, Ireland. Email:
xlicsecomplaints@axaxl.com

XL Catlin Services SE acts on behalf of XL Insurance Company SE in the administration of complaints.

X. Fair Processing Notice

This Privacy Notice describes how XL Insurance Company SE (for the purpose of this notice “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice “you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.



Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: **compliance@xlcatlin.com**.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: **<http://xlgroup.com/footer/privacy-and-cookies>**.



axaxl.com

XL Insurance Company SE – Swedish
Branch Kungsgatan 5, 2nd floor, SE-111
43 Stockholm Telephone: +46 8 440 89
80 **axaxl.com**

XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland.
Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland.
Registered in Ireland Number 641686.



Sammanfattning

Försäkring för tjänsteresa

Göteborgs Stad
SP4793400

Välkommen

Vi är glada att kunna erbjuda dig vår tjänstereseförsäkring under din resa.

Bifogat hittar du all nödvändig information såsom kontaktuppgifter samt en sammanfattning av din försäkring.



Information om försäkringar

FÖRSÄKRINGSGIVARE: If P&C Insurance Company Ltd, Stockholm, Sverige

FÖRSÄKRINGSTAGARE: Göteborgs Stad

FÖRSÄKRINGSNUMMER: SP4793400

FÖRSÄKRINGSPERIOD: 1 januari 2025 – 31 december 2025

FÖRSÄKRADE BOLAG: Alla hel- och delägda bolag, verksamheter som ägs av kommunen där kommunen har övertagit försäkringsansvaret.

FÖRSÄKRAD:

- Anställda/förtroendevalda och personer valda av kommunen på tjänsteresa för kommunens räkning. - Deltagare i kommunal vuxenutbildning och viss utbildning inom utbildningsförvaltningen. Resan måste vara godkänd av organisationen.
- Elever på studie- och praktikresor på utbildningsförvaltningens gymnasium, vuxenutbildning, SFI och yrkeshögskolan. Resan måste vara godkänd av organisationen. Elever på studie- och praktikresor på gymnasiet hos grundskoleadministrationen. Resan måste vara godkänd av organisationen.

NÄR OCH VAR FÖRSÄKRINGEN GÄLLER: Försäkringen gäller över hela världen, 24 timmar om dygnet, under tjänsteresor under högst 365 sammanhängande dagar. Försäkringen gäller även under semester i samband med en tjänsteresa upp till 45 dagar i följd. En affärsresa är en resa eller ett uppdrag som utförs utanför den vanliga arbetsplatsen.

Alla resor i tjänsten omfattas, även resor utan övernattning. Försäkringen gäller även för anställda och förtroendevalda när de reser mellan bostaden och den tillfälliga arbetsplatsen. För anställda och förtroendevalda gäller försäkringen när en tjänsteresa initieras från en tillfällig bostad i Sverige eller utomlands. Krigszoner och andra farliga områden är undantagna.

Kontaktuppgifter till skadeanmälningar I nödsituationer och större skador

I NÖDSITUATIONER: Ring det lokala nödnumret för akut hjälp. När den mest akuta situationen är hanterad, ring Ifs larmcentral för vidare hjälp. Om det lokala nödnumret inte är tillgängligt, ring omedelbart If:s larmcentral.

VID AKUT ALLVARLIG SJUKDOM, OLYCKSFALLSSKADA ELLER HEMTRANSPORT:

Kontakta alltid Ifs larmcentral för hjälp med sjukhusvård och betalningsgarantier för behandlingar som omfattas av försäkringen. Vid kontakt ska du alltid uppge försäkringsnummer.

If:s larmcentral

Telefon: +46 (0) 8 121 88008 (tillgänglig 24/7) E-

post: travelcare@if.se

Icke-akuta och mindre skador

ICKE-AKUTA OCH MINDRE SKADESTÅNDSKRAV som till exempel enklare medicinsk behandling, förseningar och förlorat bagage hanteras av If P&C. Skadeståndskrav lämnas företrädesvis in online med hjälp av onlineformulären på [Rapportera en skada](#).

Om du har problem med att använda onlineformulären kan du skicka e-post eller ringa:

E-post: travel@if.se

Adress: If, F 200, 106 80 Stockholm

Telefon: +46 40 148 120 (öppet: 08.00 – 16.00 CET)

Försäkringsomfattning

Försäkring för tjänsteresor

Försäkringstagaren	Göteborgs Stad
Försäkringsnummer	SP4793400
Försäkringstid	1 januari 2025 - 31 december 2025
Geografiskt område	Över hela världen (krigszoner och andra farliga områden är uteslutna)

Täckning Tjänsteresor

Område för resor	Försäkringen gäller på resor över hela världen.
Krigszoner och andra farliga områden	Utesluten
Avdragsgill	Försäkringen har ingen självrisk

Bagage

Bagage	100 000 SEK
Företagets egendom	100 000 SEK
Försenat bagage de första 24 timmarna	10 000 SEK
Försenat bagage efter 24 timmar	6 000 SEK
Självrisk	Obegränsat (hyrd eller leasad bil, se begränsning i villkoren).

Vård

Akut tandvård	Obegränsad
Sjukvårdskostnader	Obegränsad
Kiropraktor, naprapat, osteopat eller sjukgymnast	Max 5 behandlingar
Teknisk utrustning	40 000 SEK
Ersättning för konvalescens	2 000 kr per månad, upp till 6 månader
Dagpenning på grund av sjukhusvistelse	600 kr per dygn
Medicinsk repatriering	Obegränsad
Medicinsk eskort och kallelse av närstående	Obegränsad
Återvända	Obegränsad
Ersättning	Obegränsad

Kristerapi

Kristerapi	Max 10 behandlingar
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Avvikelser under resan

Försenad avresa	30 000 kr (efter 3 timmars karenstid)
Försening till kollektivtrafiken	10 000 kr (efter 3 timmars karenstid)
Inskränkning	Obegränsad
Outnyttjade resekostnader	50 000 SEK
Laglig	
Kostnader för juridisk hjälp	250 000 SEK
Ansvar	
Ansvar för tredje part	10 000 000 SEK
Evakuering och brottslighet	
Evakuering	Obegränsad
Sök- och räddningsinsatser	150 000 SEK
Angrepp	750 000 SEK
Dagpenning på grund av människorov	2.500 SEK per dag, upp till 90 dagar
Borgen och borgen	Ingår ej
Dödsfall på grund av olycka	
Dödsfall på grund av olycka	1 000 000 SEK
Dödsfall på grund av olycka under 18 års ålder.	45 000 SEK
Medicinsk invaliditet på grund av olycka	
Medicinsk invaliditet på grund av olycka	1 000 000 SEK
Ekonomisk invaliditet på grund av olycka	
Ekonomisk invaliditet på grund av olycka	1 000 000 SEK
Dödsfall på grund av sjukdom	
Dödsfall på grund av sjukdom	1 000 000 SEK
Dödsfall på grund av sjukdom under 18 år	45 000 SEK
Medicinsk invaliditet på grund av sjukdom	
Medicinsk invaliditet på grund av sjukdom	1 000 000 SEK
Ekonomisk invaliditet på grund av sjukdom	
Ekonomisk invaliditet på grund av sjukdom	1 000 000 SEK
Avbeställning	
Skydd vid avbeställning	30 000 SEK

Detta dokument ger en sammanfattning av tjänstereseförsäkringen. Begränsningar och undantag från skydd som inte nämns här och som ingår i policyn gäller. Om det finns några skillnader mellan denna sammanfattning och policyns ordalydelse, ska policyns ordalydelse ha företräde.

DIRECTORS ' ALL RISKS COVER

SPECIFICATION OF COVER

The covers under this policy are afforded for **Claims, Investigations** or Enquiries first made against an **Insured** during the **Period of Insurance**, or the **Extended Reporting Period** (if applicable), and reported to the insurer as required by this policy.

Policy Number: CSE01480-25

Item 1: The **Policyholder**
Name: City of Gothenburg

Original Insured:

City of Gothenburg and/or companies owned by The City and/or subsidiary and/or, associated and/or affiliated companies as now or may hereafter be constituted including Joint Venture and Partnerships and as more fully defined in the Policy Wording.

Item 2: **Period of Insurance**
From: 2025-01-01 To: 2025-12-31
Both days inclusive Local Standard Time at the Principal Address stated in Item 1.

Item 3(a): Limit of Liability: SEK 100,000,000

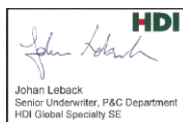
This is the aggregate limit of liability for all **Claims** and **Loss** under this policy except as provided for in Item 3(b)

Item 3(b): Non-Executive Directors' Additional Limit: N/A

Item 4: Retention: Nil

Item 5: Premium: SEK 250,000 net

- Item 6: Extended Reporting Periods and applicable Premiums
- (i) 12 months at **75%** additional premium
 - 24 months at **100%** additional premium
 - 36 months at **125%** additional premium
 - 72 months at **175%** additional premium
 - 120 months at **200%** additional premium
- (ii) Unlimited at Nil additional premium
- Item 7: Policy Wording
WTW DARCstar 2017 Nordic
- Item 8: Insurer and e-mail address for Notification of Claims:
- HDI Global Specialty SE Sverige Filial HDI_Claims@hdi-specialty.com
- Item 9: Endorsements attached at inception: WTW Endorsement pack DARCStar 2017 Nordic
- Item 10: Chief Legal Officer, Risk Manager of the **Policyholder**.
- Item 11: Local Policy Schedule
N/A
- Item 12: Choice of law: Sweden
- Date: 2024-11-06



Johan Leback, HDI Global Specialty SE

Endorsement no. 1

2.11 Loss – amended

By way of endorsement it is hereby understood and agreed that clause 2.11 **Loss** last paragraph is deleted and replaced as follows:

In respect of punitive and exemplary damage the enforceability of this paragraph shall be governed by such applicable law that most favours coverage.

Costs included under the definition of Loss herein are intended to and shall be reasonable for the purposes of cover provided under this policy. Loss shall not include any amount which is uninsurable by law according to the law applicable to the Claim or to this policy.

All other terms and conditions remain unchanged.

Endorsement no. 2

Policyholder's Financial and Insurable Interest

By way of endorsement it is hereby understood and agreed that the following clause is added to the policy:

If the **Insurer** is prohibited by law or regulation in a specific country (or jurisdiction) to fulfil its obligations according to the conditions towards a **Subsidiary** domiciled therein the following shall apply:

- 1) The **Policyholder** has a financial and insurable interest in such **Subsidiary's** continued operations or would be prejudiced by a loss incurred by the **Subsidiary**.
- 2) Such **Subsidiary's** **Loss** shall always also be considered the **Policyholder's** **Loss**. The enforceability of this paragraph shall be governed in accordance with the law of the country (or jurisdiction) which is most favourable for the fulfilment of the **Insurer's** obligations according to the insurance conditions.
- 3) Subject to the conditions of this policy, the **Insurer** will pay to the **Policyholder** an amount equal to that which would otherwise have been payable to the **Subsidiary** for **Loss**, provided the **Policyholder**:
 - i) act vis-à-vis the **Insurer**, as if the **Policyholder** itself was the **Subsidiary** and ensures that duties otherwise under this policy are complied with by the **Subsidiary**,
 - ii) calculates, determines and proves the amount of compensation and when upon the **Insurer's** request:
 - a) retains, in its own name but on the **Insurer's** cost, any independent loss adjusting expert and/or legal council approved by the **Insurer**,
 - b) grants the **Insurer** right to collaborate with such expert or council, where permitted by applicable national legislation,
 - c) grants the **Insurer** full access to any records produced by such expert or council.
 - iii) secures that the **Subsidiary** evaluates and where appropriate enforces any right to recovery from the party responsible for the **Loss** and that such recovery is repaid to the **Insurer** in accordance with the subrogation clause.
 - iv) in writing confirms to the **Insurer** that the **Subsidiary** in its own name will not make any claim for indemnification under this insurance contract for the same **Loss**.

All other terms, conditions and exclusions of the policy remain unchanged

Endorsement no. 3

Sanction Limitation and Exclusion Clause

By way of endorsement it is hereby understood and agreed that the following clause is added to the policy:

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

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1. INSURANCE COVER

In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured Persons**, the **Insurer** (as identified in Item 8 of the Schedule) will pay **Loss** in respect of:

- 1.1 Any **Claim** first made against the **Insured Persons** during the **Period of Insurance** (or **Extended Reporting Period** if applicable);
- 1.2 **Defence Costs** incurred by the **Insured Persons** in connection with any such **Claim**; and
- 1.3 **Legal Representation Expenses** incurred by the **Insured Persons** in connection with an **Investigation or Enquiry** first instigated during the **Period of Insurance** (or **Extended Reporting Period** if applicable).

2. DEFINITIONS

- 2.1 **Claim** means any written demand, notice before action or civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured Persons** seeking compensation or other legal remedy directly or indirectly related to a **Wrongful Act**. **Claim** shall include any **Securities Claim**.
- 2.2 **Company** means the **Policyholder** and any **Subsidiary** and any other company, organisation, association or joint venture in which an **Insured Person** was, is or shall become a director or officer at the specific request or consent either of the **Policyholder** or of any **Subsidiary**, provided that such other company does not have any of its **Securities** listed on a **Securities** exchange or market within the United States of America.
- 2.3 **Defence Costs** means reasonable costs, charges and expenses (including but not limited to lawyers' fees and experts' fees) incurred by the **Insured Persons** which relate to the defence, interpretation, settlement or appeal of a **Claim**.
- 2.4 **Extended Reporting Period** means a period after expiry of the **Period of Insurance**, or a period after a change of control in accordance with paragraph 4.17, during which written notice may be given to the **Insurer** either of a **Claim** first made or a circumstance in accordance with paragraph 4.8, in respect of a **Wrongful Act** occurring prior to the expiry of the **Period of Insurance** or in respect of acts or omissions occurring prior to the expiry of the **Period of Insurance** which become the subject of an **Investigation or Enquiry**.
- 2.5 **Foreign Policy** shall mean, the **Insurer's** or its fronting partner's most recent standard Directors and Officers liability policy existing at the inception date of this policy approved by the **Insurer**. Foreign Policy shall not include any manuscript, bespoke or any broker form nor any blended product providing any other cover than Directors & Officers liability.
- 2.6 **Insured** means the **Insured Persons**, the **Policyholder** and any **Subsidiary**.
- 2.7 **Insured Persons** means any natural person who was, is or shall become during the **Period of Insurance**:
 - (i) a director or officer or anyone in a management, or supervisory capacity including any committee member also in situations where such responsibility has been duly delegated to such person, of the **Policyholder** or **Subsidiary**; or
 - (ii) an employee of the **Policyholder** or any **Subsidiary**:

- a) named as a co-defendant with a director or officer in a **Claim** in which such employee is alleged to have participated or assisted in the commission of a **Wrongful Act**;
- b) with respect to an actual or alleged environmental violation;
- c) joint as a party to an **Investigation** against any person defined in 2.7. (i) or (iii) when requested to attend an **Investigation** of which an **Insured Persons** (defined in 2.7. (i) or (iii)) is also requested to attend; or

- (iii) a director, officer or anyone in a management, committee or supervisory capacity of a company, organisation, association or joint venture at the specific request or consent of the **Policyholder** or of any **Subsidiary**, provided that such entity does not have any of its **Securities** listed on a **Securities** exchange or market within the United States of America.

Insured Person shall include shadow directors, de facto directors, approved persons, heirs, estate, legal representatives, lawful spouse and domestic partner, but shall not include external auditors.

- 2.8 **Internal Enquiry** means any internal investigation or enquiry either following notification of a potential problem to a regulatory, judicial or governmental authority or in response to a direct regulatory, judicial or governmental request.
- 2.9 **Investigation or Enquiry** means any **Internal Enquiry** or criminal or regulatory investigation or external enquiry or similar procedure, in connection with which individually identifiable **Insured Persons** reasonably require legal advice or representation by virtue of their respective capacities with respect to the **Company**.
- 2.10 **Legal Representation Expenses** means any reasonable fees, costs and expenses incurred by the **Insured Persons** in obtaining legal advice or representation to protect their interests in connection with an **Investigation** or **Enquiry**.
- 2.11 **Loss** means judgments, settlements, awards, costs, damages, fines, reasonable premium for a financial instrument (including but not limited to a bond, but not collateral for the instrument, that guarantees an **Insured Person's** contingent obligation required by a Court), penalties and punitive and exemplary damages, all in respect of a **Claim**. **Loss** shall also include **Defence Costs** and **Legal Representation Expenses**. **Loss** shall include taxes but only to the extent Personal liability of an **Insured Person** for non-payment of corporate taxes is established by law in the jurisdiction in which the **Claim** is made and to the extent that the **Company** is not able to pay such corporate taxes due to insolvency or legal prohibition. **Loss** shall also include **Psychological Support Expenses** and **Public Relations Costs**.
- Paragraphs 4.10 and 4.11 herein shall be also applicable in respect of the other costs and expenses covered under this policy.
- Enforceability of this paragraph shall be governed by such applicable law that most favours coverage.
- 2.12 **Period of Insurance** means the period specified in Item 2 of the Schedule.
- 2.13 **Policyholder** means the company named in Item 1 of the Schedule.
- 2.14 **Psychological Support Expenses** means reasonable fees, costs and expenses incurred by an **Insured Person**, for the services of a psychologist, in connection with a covered **Claim**.
- 2.15 **Public Relations Costs** means reasonable fees, costs and expenses incurred by the **Insured Person** in obtaining advice and support to protect their reputation.
- 2.16 **Securities** means any securities in the **Policyholder** or **Subsidiary** including any transferable securities representing equity or debt interests.
- 2.17 **Securities Claim** means any **Claim** made against any **Insured** alleging a violation of any laws or rules or regulations relating to **Securities** arising from the purchase or sale or offer or solicitation of an offer to purchase or sell **Securities** or any registration relating to such **Securities**.
- 2.18 **Subsidiary** means any entity in which the **Policyholder** or any **Subsidiary**, on or before the inception date of this policy, controls directly or indirectly through one or more other entities more than half of the issued share capital or voting rights, or controls the composition of the board of directors, or exercise management control. Entity also means any pension-, profit sharing- or employee benefit

program. Subsidiary shall also include any such entity acquired or created during the **Period of Insurance** provided that any such entity:

- (i) has total assets which are less than 25% of the total consolidated assets of the **Policyholder** at inception; and
- (ii) does not have any of its **Securities** listed as level II or III ADR's or fully listed on an exchange in the United States of America.

For entities that do not fulfil the requirements of (i) or (ii) above coverage will still be provided for 90 days from the acquisition date.

In the event a legal entity becomes a **Subsidiary**, this policy shall only apply to **Wrongful Acts** therein committed after the effective date it becomes a Subsidiary and prior to the effective date it ceases to be a **Subsidiary**.

- 2.19 **Wrongful Act** means any actual, attempted or alleged wrongful act, error, misstatement, misleading statement, omission, neglect or breach of duty by the **Insured Persons** whilst acting individually or collectively in their respective capacities with respect to the **Company** or any other matter claimed against any one or more of them by reason of their serving in such capacities.

3. EXCLUSIONS

The **Insurer** shall not be liable to make any payment in respect of **Loss**:

- 3.1 For death, bodily injury or **Loss** of or damage to property other than:

- (i) for emotional distress or mental anguish with respect to an employment practices **Claim**;
- (ii) **Legal Representation Expenses or Defence Costs**
- (iii) for any **Loss** where and to the extent personal liability is established against an **Insured Persons** but only in circumstances where the **Company** is not legally permitted or refuse to indemnify the **Insured** person. The **Company** shall be deemed non-permitted to indemnify the **Insured Persons** should authorization to indemnify such **Insured Persons**, in accordance with applicable law, charter, bylaws, operating agreement or similar documentation of the **Company**, require a decision from the Annual General Meeting of the **Company**.

- 3.2 For the gaining of profit or advantage to which the **Insured Person** was not entitled (other than **Legal Representation Expenses or Defence Costs**), provided that this is established in a final adjudication. This exclusion shall not affect the insurance available to any other **Insured Person**.

- 3.3 Arising from, attributable to or based upon any intentional crime committed by **Insured** provided that the intentional crime is established in a final adjudication. This exclusion shall not affect the insurance available to any other **Insured**.

- 3.4 Arising from attributable to or based upon any **Claim** brought or maintained by or on behalf of a **Company** in the United States of America or its territories except:

- (i) any **Claim** against any **Insured Person**:
 - (a) for contribution or indemnity if such **Claim** directly results from another **Claim** that would otherwise be covered under this policy; or
 - (b) by any shareholder or any shareholder derivative action brought or maintained by or on behalf of a holder of **Securities** or the **Company** without the active or voluntary solicitation or participation of either an **Insured Person** or the **Company**, unless the **Insured Person** in question is engaged in any activity protected by whistleblower legislation anywhere in the world or ceased to be a director or officer of the **Company** at least four (4) years before the date of the **Claim**; or
 - (c) brought or maintained by a liquidator, receiver or administrative receiver of the **Company**, or similar person under the laws of any other jurisdiction; or

- (ii) **Defence Costs.**

3.5 Arising from the same facts alleged or contained in

- (i) Any **Claim** made or **Investigation** or **Enquiry** first instigated prior to the commencement of the **Period of Insurance**, or
- (ii) Circumstance duly reported and accepted under any management liability insurance which was in force prior to the commencement of the **Period of Insurance**.

3.6 Where:

- (i) it would be illegal under applicable laws or sanctions for **Insurer** to provide the cover specified in this insurance contract or any part of such cover, or any other service or benefit, then **Insurer** shall only be obliged to provide cover, services or benefit to the extent that, and for such period as, it is or becomes legally permissible for the **Insurer** to do or to have done so; and
- (ii) more specifically, any **Claim**, premium, additional or return premium or other sum falls due from or to **Insurer** under this insurance contract and it would be illegal under applicable laws or sanctions for the payment or any part of it to be made (in cash, transfer or any other form of transfer of other economic asset) at the time it falls due, then the paying party shall only be obliged to make payment to the extent that, and at such time as, it is or becomes legally permissible for the paying party to do so.

However: In circumstances where sub-clause 3.6(i) or (ii) would otherwise apply, but the relevant laws or sanctions allow **Insurer** to seek authorisation to provide the affected cover, service or benefit and/or to make or receive the affected payment, then the **Insurer** will take all reasonable steps to obtain the necessary authorisation required to enable them to make such payment or provide such cover, service or benefit.

4. CONDITIONS

INDEMNIFICATION BY THE COMPANY AND SUBROGATION

4.1 The **Insurer** expressly waives any right of subrogation against the **Policyholder** or **Subsidiary** with respect to any right to indemnification by the **Policyholder** or **Subsidiary** to which the **Insured Persons** may be entitled. The **Insurer** also waives any right of subrogation against an **Insured Person** in connection with a **Claim** unless such **Insured Person** has been found guilty through a final adjudication for intentional crime.

4.2 Save with respect to such rights of subrogation against the **Policyholder** or **Subsidiary** as are waived pursuant to paragraph 4.1 above, the **Insurer** shall, in the event of any payment under this policy, be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery and the **Insured** shall take all reasonable steps to secure and preserve such rights including the execution of such documents as are necessary to enable the **Insurer** to institute proceedings in the name of the **Insured**.

OTHER INSURANCE AND INDEMNIFICATION

4.3 The insurance provided by this policy applies excess over (1) any more specific insurance purchased by the **Policyholder** or **Subsidiary** and collected by or on behalf of the **Insured Persons** and (2) any more specific insurance collectible from any other source.

SEVERABILITY

4.4 No statements made nor knowledge possessed by any **Insured** shall be imputed to any other **Insured**

in determining whether cover is available under this policy.

LIMIT OF LIABILITY

4.5 The limit of liability shown in Item 3 (a) of the Schedule is the aggregate limit of the **Insurer's** liability in respect of all **Loss** irrespective of the number of **Claims** and/or **Claims** under the policy and/or of the number of **Insureds** on behalf of whom **Claims** are made under the policy. Any payments made

under any extensions to this policy shall form part of and not be in addition to the limit of liability, apart from the Non-Executive Directors' Additional Limit detailed in 5.7 and Item 3 (b) which is in addition to the limit of liability specified in Item 3 (a) of the Schedule.

RELATED CLAIMS

- 4.6 Any **Claims** and/or **Investigations** or **Enquiries** or series of **Claims** and/or **Investigations** or **Enquiries** arising out of, based upon, or attributable to acts, errors or omissions with the same originating cause or source shall be treated as a single **Claim** and/or **Investigation** or **Enquiry** and shall be deemed to have been made and reported at the date of the first such **Claim** or **Investigation** or **Enquiry**.

CLAIMS HANDLING AND NOTIFICATION

- 4.7 All notifications of a **Claim** or an **Investigation** or **Enquiry** shall be made in writing to the **Insurer** at the address specified in Item 8 of the Schedule as soon as reasonably practicable, but no later than 12 months, after any person specified in Item 10 has become aware of such **Claim** or **Investigation** or **Enquiry**. However, if the **Insured** does not give notice of an **Investigation** or **Enquiry**, coverage shall not be excluded for any subsequent **Claim** (such **Claim** to be notified in accordance with the above). The **Insured** shall provide such information and documentation relating to a **Claim** or a claim for **Legal Representation Expenses** and other covered costs and expenses as the **Insurer** may reasonably require. Within 30 days of the receipt of such information and documentation, the **Insurers** will provide the **Insured** with a written and reasoned statement of their position relating to coverage. However, if a **Claim** is made against an **Insured Person** by a **Company**, the **Insurer** shall have no duty or obligation to communicate with any other **Insured Person** or the **Company** with respect to that **Claim**.

- 4.8 The **Insured** may give written notice to the **Insurer** of circumstances which may reasonably be expected to give rise to a **Claim** specifying the reasons for anticipating such a **Claim**. If such notice is given, any **Claim** subsequently made against the **Insured Persons** and reported to the **Insurer** (whether during the **Period of Insurance** or not) alleging, arising out of, based upon or attributable to such circumstances shall be deemed to have been made at the time such notice of circumstances was given by the **Insured** to the **Insurer**.

- 4.9 No **Insured** shall admit nor assume any liability, enter into any settlement agreement nor consent to any judgment in respect of any **Claim** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed.

DEFENCE COSTS AND LEGAL REPRESENTATION EXPENSES

- 4.10 The **Insured** shall obtain the prior written consent of the **Insurers** before selecting lawyers of their own choice and incurring either **Defence Costs** or **Legal Representation Expenses**, such consent not to be unreasonably withheld or delayed. In the event of an actual or potential conflict of interest between the **Insureds**, each such **Insured** shall be entitled to separate legal representation. The **Insurer** undertakes to respond within 7 working days of receipt of a written request for such consent in relation to a notified **Claim**, **Investigation** or **Enquiry**. The **Insurer's** response shall be without prejudice to its position as to coverage which it is required to state separately pursuant to paragraph 4.7 above.
- 4.11 Where circumstances beyond the control of the **Insured** prevent the **Insured** from obtaining such consent (and provided that such consent is sought promptly), the **Insurer** will give retrospective consideration to such **Defence Costs** or **Legal Representation Expenses** on the same basis as if a request for prior written consent had been made.
- 4.12 Subject to the **Insureds'** compliance with the provisions of paragraph 4.7, 4.10 and/or 4.11 above, the **Insurer** agrees to advance **Legal Representation Expenses** and to advance **Defence Costs** on an ongoing basis and prior to the final disposition of a **Claim**.

VOLUNTARY PAYMENTS

4.13 If the **Policyholder** or **Subsidiary** pays **Loss**, which would otherwise be covered under the terms of this policy then the **Insurer** shall reimburse the **Policyholder** or **Subsidiary** in respect of such **Loss**. Nothing in this paragraph shall override the provisions of paragraph 4.9 above.

ALLOCATION

4.14 The **Insurer** and the **Insured** agree to use their best efforts to determine a fair and proper allocation of any **Loss** covered by the policy and **Loss** not covered by the policy in the event that any **Claim** or **Investigation** or **Enquiry** involves both covered matters and matters or persons (including the **Company**) not covered under this policy. In arriving at such allocation, the **Insurer** and the **Insured** and the **Policyholder** or **Subsidiary** agree that they shall take into account the relative legal and financial exposures both of covered matters and of matters or persons not covered under this policy. The **Insurer** shall advance the **Defence Costs** or **Legal Representation Expenses** incurred by the **Insured Person** until such time as a determination regarding allocation is made. Following such determination any proportion of advanced **Defence Costs** or **Legal Representation Expenses** that is not covered shall be returned to the **Insurer** by the **Insured** and/or the **Company** as appropriate.

ASSIGNMENT

4.15 This policy and any rights under it cannot be assigned without the written consent of the **Insurer**.

AUTHORITY

4.16 The **Policyholder** may act on behalf of all **Insured Persons** in connection with the giving and receiving of all notices under this policy, the payments of premiums, the receiving of **Loss** payments and any return premiums that may become due, as well as the requesting, receiving and acceptance of any endorsement to this policy and the submission of any dispute with the **Insurer** to arbitration and any other matters relating to the policy. The **Policyholder's** authority shall extend to the provision of notice of **Claims** under the policy pursuant to paragraphs 4.7 and 4.8. However, the **Insurer** recognises the **Insured Persons'** independent right to notify such **Claims** should the **Policyholder** fail to do so.

CHANGE OF CONTROL

4.17 If during the **Period of Insurance** any of the following events occur:

- (i) the **Policyholder** consolidates with or merges into or sells all or a majority of its assets to any other person or entity or group of persons and/or entities acting in concert, resulting in the extinction of the policyholder as an independent legal entity;
- (ii) any person or entity, or persons or entities acting in concert (other than a **Subsidiary** or **Subsidiaries**) which acquire the **Policyholder** as their subsidiary; or (iii)

receivership, bankruptcy, liquidation or administration of the **Policyholder**.

the cover provided by this policy shall be restricted so as to apply only to **Claims** in respect of **Wrongful Acts** or **Investigations** or **Enquiries** in respect of acts or omissions occurring prior to the effective date of such sale, consolidation, merger or acquisition of control.

NON CANCELLATION

4.18 This policy may not be cancelled by the **Insurer** except for non-payment of the premium. The policy shall remain valid and in force until 14 days after written notice of cancellation from the insurer has been received.

ARBITRATION AND CHOICE OF LAW

4.19 This policy is governed by the laws of the country specified in Item 12 of the Schedule and any dispute shall be finally resolved by the national courts in that specified country. However, if the **Insured** elects, the dispute shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce.

Where the dispute cannot be settled by mediation, it shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”).

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The cost of the arbitration proceeding shall remain with the Insurer.

ORDER OF PAYMENT

4.20 In the event of a **Loss** for which payment is due, the **Insurer** shall:

- (i) first, pay the **Insured Person**; and
- (ii) Then pay the **Policyholder** or **Subsidiary**.

The insolvency of any **Policyholder** or **Subsidiary** shall not relieve the **Insurer** of any of its obligations to prioritise payment of **Loss** under this policy.

5. EXTENSIONS TO COVER EXTENDED REPORTING PERIODS

5.1 An automatic **Extended Reporting Period** of 60 days will apply in the event that this policy is not renewed, replaced or in the event of a Change of Control as provided for in paragraph 4.17.

5.2 In the event that this policy is not renewed or replaced and any **Insured Person** voluntarily relinquishes their position or are fired from a position as CEO, prior to or during the **Period of Insurance** they shall be entitled to the **Extended Reporting Period** shown in Item 6 (ii) of the Schedule from the date that they relinquished such position. This extension shall not apply in the event that an **Insured Person** voluntarily relinquishes their position as a result of a Change of Control as provided for in paragraph 4.17.

5.3 In the event that this policy is not renewed, replaced or in the event of a Change of Control as provided for in paragraph 4.17 and at the election of the **Policyholder** or any **Insured Person** which shall be made within 60 days of expiry of the **Period of Insurance**, the **Insured** shall be entitled to the **Extended Reporting Period(s)** shown in Item 6 (i) of the Schedule upon payment of the respective additional premium.

NON-RESCINDABLE EXTENSION

5.4 The **Insurer** shall not avoid this policy nor any severable part of this policy nor exercise any other legal remedy on the grounds of misrepresentation or failure to disclose material events or circumstances by any **Insured** and/or any agent to insure, save in the case of fraudulent misrepresentation or fraudulent failure to disclose and then only, as against the **Insured** responsible for such fraudulent misrepresentation or fraudulent failure.

LOSS MITIGATION EXTENSION

5.5 The **Insurer** agrees to reimburse the **Insured Persons** for any payments made as a result of action taken

by the **Insured Persons** to prevent, settle or compromise any actual or potential **Claim** which, had it been pursued, would have been covered under this policy, provided that:

- (i) clause 4.7 above (if applicable) shall have been complied with;
- (ii) the **Insured** have taken all reasonable steps to mitigate **Losses** arising from any such **Claim**;

- (iii) any action taken by the **Insured** is taken, where practicable, with the prior approval of the **Insurer**; or
- (iv) the liability of the **Insurer** shall not exceed that which would have existed if a **Claim** had been pursued against the **Insured Persons**.

Any payments reimbursed by the **Insurer** pursuant to this extension shall form part of **Loss**.

SECURITIES CLAIM EXTENSION

- 5.6 (i) Subject to and in the manner described in sub-paragraphs (ii)-(vi) below, the **Insurer** will pay **Loss** on behalf of the **Insured** in respect of:
- (a) any **Securities Claim** first made against the **Insured** during the **Period of Insurance**; (b) Defence Costs incurred by the **Insured** in connection with any such **Securities Claim**.
- (ii) The retention shown in Item 4 of the Schedule shall apply to each and every **Securities Claim**. No retention shall be applicable to **Insured Persons**.
- (iii) In the event that the **Policyholder** or **Subsidiary** does not pay the retention referred to in sub-paragraph (ii) above, the **Insurer** will pay **Loss** within and up to the limit of the retention in respect of a **Securities Claim** but only such proportion of **Loss** as relates to the **Insured Persons** and not to the **Policyholder** or **Subsidiary**. Moreover, in the event and to the extent of any such payment of **Loss**, the **Insurer** shall have the right to pursue the **Policyholder** or **Subsidiary** by way of subrogation notwithstanding the express waiver of such right contained in clause 4.1 of the policy.
- (iv) All **Loss** in excess of the retention up to the limit of liability shall be paid by the **Insurer** irrespective of whether it is **Loss** suffered by the **Insured Persons** or by the **Policyholder** or **Subsidiary**. For the purposes of this sub-paragraph of the extension only, the allocation provision at 4.14, insofar as they relate to any allocation as between the **Policyholder** or **Subsidiary** and the **Insured Persons**, shall not apply.
- (v) The knowledge of and statements made by the Chief Executive Officer or Chief Financial Officer or equivalent management position of the **Policyholder** or **Subsidiary** shall be imputed to the **Policyholder** or **Subsidiary** for the purposes of determining cover available to the **Policyholder** or **Subsidiary** in respect of a **Securities Claim**. For the purposes of this extension, the definition of **Defence Costs** is extended to include costs incurred by the **Policyholder** and any **Subsidiary**.
- (vi) Nothing in this extension shall increase the overall limit of liability nor, notwithstanding (iv) above, shall the **Insurer** have any liability to pay fines or penalties on behalf of the **Policyholder** or **Subsidiary** under this policy.

NON EXECUTIVE DIRECTORS' ADDITIONAL LIMIT

- 5.7 The **Insurer** shall pay additional **Loss** under the insuring clause up to the amount shown in Item 3 (b) of the Schedule on behalf of any **Insured Person** who was, is or shall become a non executive director of the **Company** but only after exhaustion of (i) the limit of liability shown in Item 3 (a) of the Schedule, (ii) all other collectible directors and officers or management liability insurance whether written excess of the limit of liability or otherwise and (iii) all other indemnification for such **Loss** available from any other source.

This additional amount is an aggregate additional limit for all non executive directors of the **Company** and is in addition to the limit of liability.

FOREIGN JURISDICTION EXTENSION

- 5.8 With respect solely to **Claims** brought and maintained in a foreign jurisdiction the **Insurer** shall apply to such **Claims Foreign Policy** of such jurisdiction if it offers more favourable coverage in respect of the following sections only (to be read together as a whole): Insurance Covers, Definitions and

Exclusions. Notwithstanding the above, any specific coverage or exclusion endorsement to this policy shall apply irrespective of the **Foreign Policy**.

FINANCIAL INTEREST COVER FOR CERTAIN FOREIGN TERRITORIES

5.9 The **Insurer** will pay the Financial Interest of the **Policyholder** in connection with the **Loss** of:

- (i) any **Subsidiary** located in a Restricted Foreign Jurisdiction in respect of a **Securities Claim** made against such **Subsidiary**; and/or
- (ii) any **Insured Person** of such **Subsidiary** in respect of any **Claim** made against such **Insured Person**; but only if and to the extent that:
 - a) such **Claim** would fall within an Insurance Cover or Extension provided under this Policy but for the fact that this Policy is not permitted to provide coverage for such **Claim** due to the law of such Restricted Foreign Jurisdiction; and
 - b) (1) an International Program Policy for such Restricted Foreign Jurisdiction has not been purchased; or
(2) an International Program Policy for such Restricted Foreign Jurisdiction has been purchased, but the Limit of Liability of such International Program Policy is not sufficient to cover the entire **Loss** of such **Claim**; subject to local legal restrictions; and
(3) reimbursement in accordance with section 4.13 applies.

Each **Insured** accepts that any payment made by the **Insurer** to the **Policyholder** pursuant to this section 5.9 shall discharge any liability which the **Insurer** might have had to such **Insured** in respect of the relevant liability.

INTERNATIONAL PROGRAM CLAUSE

5.10 Where local policies have been issued by the **Insurer** (“integrated policy”) forming part of this program, any payments under the underlying local policies shall be deducted from the total limit under this policy. Payments under non-integrated local policies issued by other insurers shall not be deducted from the limit of this policy.

5.11 Where the coverage provided under this policy is wider than that provided under any local policy, the coverage provided hereunder shall prevail.

Where the limit provided under a local policy is partially or totally exhausted by loss payments, the limit of this policy shall drop down.