



Policy

Pollution and Remediation Legal Liability

Policy Period

2024-01-01 – 2024-12-31

Insured

Göteborgs Stad

Köpmansgatan 20

411 13 Göteborg

Policy Number

SE00002939LI24A



Pollution and Remediation Legal Liability Schedule

Policy Number: SE00002939LI2¹A

1. First Named Insured: Göteborgs Stad

Registered Office: c/o Försäkrings AB Göta Lejon
Johan Willins gata 5
416 64 Göteborg Sverige

2. Additional Insured(s): All businesses and municipal companies as well as business where the municipality and its companies undertake insurance liability.

3. Policy Period: Inception Date: 00:00 of the 1st of January 2024

Expiry Date: 24:00 of the 31st of December 2024

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

Insuring Agreement	Self-Insured Retention		Limits of Liability	
	Each and Every		Each and Every	
	Pollution Condition or Natural Resource Damage		Pollution Condition or Natural Resource Liability	Aggregate Limits of
	or Natural Resource Damage		Damage	
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				
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

¹ (b).



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
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 owned by the Insured according to Endorsement 02 and 03, as well as property spreadsheet in submission material named:
- " Bilaga 1 PD BI STADEN 2024 Vers 1.xlsx" as per the submission file
 - "TSI Framtiden PDBI 2024.xlsx" received by email 2023.12.29
 - "Energy TSI PD 2024.xlsx" received by email 2023.12.29
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:

11 January 2024
Gunnar Axelsson
XL Insurance Company SE

Emergency Response hotline: CEDRE Duty Engineer 24 hours a day, 7 days a week:
+33 (0)2 98 33 10 10 (English)
<https://www.cedre.fr/en>

Broker:
Jennie Schaerström



Pollution and Remediation Legal Liability

Endorsement 09

Amendment to Exclusion of Terrorism

This endorsement, effective 00.00hrs on **01 January 2024** forms part of **Policy No. SE00002939LI24A** issued to **Göteborgs Stad** by XL Insurance Company SE.

It is further agreed and understood that Section II. **EXCLUSIONS, Sub-section G. Hostile Acts and Terrorism** has been modified by removal of **Terrorism**.

Indemnity of **Terrorism** above is subject to an aggregate sub-limit of SEK 50.000.000 per policy period.

All other terms and conditions remain the same.

Signed for and on behalf of the Insurer

XL Insurance Company SE

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 Copayment**, 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.