



XL Insurance

Environmental

Policy

Pollution and Remediation Legal Liability

Policy Period

2023-01-01 – 2023-12-31

Insured

Göteborgs Stad

Köpmansgatan 20

411 13 Göteborg

Policy Number

SE00002939LI23A



Pollution and Remediation Legal Liability

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Pollution and Remediation Legal Liability Schedule

Policy Number: SE00002939LI23A

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 2023
Expiry Date: 24:00 of the 31st of December 2023
- 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: 7 days	Insured Co- payment 10%	SEK 20,000,000	SEK 20,000,000
G Disaster Response Expense	SEK 5,000,000		SEK 2,000,000	SEK 2,000,000
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 owned by the Insured as per:
-the latest property spreadsheets named "Insured objects City of Gotheburg 221011.xlsx" and "Insured Objects Kretslopp och Vatten excl Bl.xlsx" received per email 23.11.2022;
-Endorsement 2 and 3.
6. **Covered Operation(s):** All businesses
7. **Policy Premium:** SEK 1,725,075 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

This Policy replaces the previous Policy issued 07 January 2023.

Signed for and on behalf of the Insurer:

09 January 2023
Gunnar Axelsson
XL Insurance Company SE

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. **Communicable Diseases Exclusion**



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. **Dispute Resolution**



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 High Court of Stockholm, 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 the **Insured** has any questions or concerns about this **Policy** or the handling of a claim, please contact the broker/intermediary through whom this **Policy** was arranged.

If the **Insured** wishes to make a complaint, the **Insured** can do so at any time by referring the matter to:

Complaints Manager
XL Catlin Services SE
20 Gracechurch Street
London, EC3V 0BG
United Kingdom

Email: axaxlukcomplaints@axaxl.com
Telephone: +44 (0) 20 7743 8487

XL Catlin Services SE acts on behalf of XL Insurance Company SE in the administration of complaints. The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

If the **Insured** remains dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, the **Insured** can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Telephone: +353 1 567 7000
Email: info@fspo.ie

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

XLICSE's Relationship with XL Catlin Services SE

XL Catlin Services SE acts as an agent of XL Insurance Company SE in connection with this policy.



XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Financial Conduct Authority (Firm Reference No. 753688).
Registered office is 20 Gracechurch Street, London, EC3V 0BG.
Registered in England No. SE000103.

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

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