

BERKLEY

GENERAL AND PRODUCT LIABILITY
INSURANCE

BGPL 1:1

TERMS AND CONDITIONS apply from **2023-01-01**

”
**EVERYTHING
COUNTS
EVERYONE
MATTERS**

W. R. BERKLEY

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W. R. BERKLEY INSURANCE AG, svensk filial,
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 **Berkley**
N O R D I C
a Berkley Company

INSURER

W.R. Berkley Insurance AG, svensk filial
Address: Holländargatan 17, 111 60 Stockholm
Registration number: 516410-2070

This is a wording from W. R. Berkley Insurance AG, svensk filial.
Please study the wording carefully.

Insurance coverage is shown in the policy schedule and consists of

- **policy schedule with specifications and endorsements**
- **this wording**
- **general conditions (allmänna avtalsbestämmelser AAB)**
- **the Swedish Insurance Contracts Act (2005:104, FAL)**
- **Swedish law and legal usage**

The policy schedule including specifications and attached wordings prevail before non-mandatory rules of law. If the different parts of the insurance agreement include conflicting elements interpretative prerogative in order listed above, however, always so specific rules take precedence over general.

In the event that you wish to make a complaint, you can send your complaint to:

Complaints officer

W. R. Berkley Insurance AG, svensk filial
Holländargatan 17
111 60 Stockholm, Sweden

Claims are reported to:

skador@wrberkley.com
Phone: +46 (0) 8 410 337 00

Protection of your data

Please visit www.berkleyforsakring.se and read our privacy notice.

CONTENTS

GENERAL AND PRODUCT LIABILITY INSURANCE	4
WHAT IS COVERED	4
1. Insured and insured	4
2. When the insurance applies	5
3. What is covered by the insurance	6
CLAIMS CONDITIONS (VERY IMPORTANT)	7
4. Measures in the event of loss	7
5. Duty to mitigate	8
6. Indemnity rules	9
7. Indemnity limit	9
8. Deductible	10
GENERAL CONDITIONS	10
9. The following general conditions apply to this policy	10
WHAT IS NOT COVERED	13
10. General exclusions	13
DEFINITIONS AND INTERPRETATIONS	19

GENERAL AND PRODUCT LIABILITY INSURANCE POLICY

The terms that appear in bold with their first letters in capitals are defined under the Definitions and Interpretations section of this **Policy**.

WHAT IS COVERED

The cover provided is subject to the terms, conditions, exclusions and limitations in this **Policy**.

1. INSURED AND INSURED BUSINESS

1.1 INSURED

The **Policy** applies to the policyholder and other **Insured** parties (collectively the **Insured**).

1.2 INSURED BUSINESS

The **Policy** applies to the scope of business stated in the policy schedule carried on by the **Insured** within the **Geographical Limits** of the **Policy** as described in the policy schedule.

1.3 POLICY COVER FOR NEW BUSINESS, COMPANY OR SUBSIDIARY

The **Policy** cover will apply to a new business as stated in the policy schedule, company or **Subsidiary** acquired by the **Insured** during the **Policy Period**. Cover will commence at the time of the start, establishment or acquisition of the new business, company or **Subsidiary**. The **Insured** shall inform the **Insurer** as soon as possible, but no later than sixty (60) days from acquisition of a new business, company or **Subsidiary**. Should the change entail an increase in risk, the **Insurer** may charge additional premium or invoke other remedies under the Swedish Insurance Contracts Act.

Notwithstanding the above, cover shall not extend to liability in respect of any new business, company or **Subsidiary** domiciled and/or registered outside of the **Nordic Countries** except to the extent that these are specifically agreed and included by endorsement.

1.4 DISPOSAL OF ANY COMPANY OR SUBSIDIARY

The **Policy** cover will cease to apply to any company or **Subsidiary** disposed of by the **Insured** during the **Policy Period**. Cover will cease from the effective date of disposal.

2. WHEN THE INSURANCE APPLIES

The **Policy** covers **Losses** occurring during the time that the **Policy** is in force (the **Policy Period**).

2.1 BODILY INJURY IN CONNECTION WITH A LONG-TERM EFFECT

Where **Bodily Injury** arises as a result of a long-term harmful effect and the **Insured** and the **Insurer** cannot agree when it occurred, then **Bodily Injury** shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such **Bodily Injury**.

2.2 SERIES OF LOSSES

A series of losses refers to all **Losses** followed from the same or similar originating cause(s), unless there is no interdependence between the individual causes. All **Losses** in a series of losses will be regarded as a single **Loss** occurring at the time of the first **Loss** in the series and the **Insurer's** liability for any claims arising from a series of losses will be limited to the **Indemnity Limit** stated in the policy schedule.

If the first **Loss** in the series of losses occurs during the **Policy Period**, all subsequent **Losses** in the series of losses, including those that occur after the end of the **Policy Period**, shall in every case fall under this **Policy**. If the first **Loss** in a series of losses occurs prior to the **Policy Period**, subsequent **Losses** shall not be covered by this **Policy**. In the event of a series of losses, the **Indemnity Limit** stated in the policy schedule is the maximum the **Insurer** will pay.

A **Loss** that forms part of a series of losses according to a definition in a previous insurance **Policy** for which the **Insurer** is responsible shall in every case be settled in accordance with the insurance **Policy** in force when the first **Loss** in the series occurred.

3. WHAT IS COVERED BY THE INSURANCE

3.1 INDEMNITY

The **Policy** will provide indemnity in respect of the **Insured's** liability to pay damages for **Bodily Injury** and/or **Property Damage** and for financial loss consequent upon **Bodily Injury** and/or **Property Damage** in accordance with the applicable local jurisdiction and legislation or in accordance with **Insured Contracts** where these exceed the **Deductible** and are indemnifiable under the **Policy** terms and conditions.

The **Policy** also covers claims for damages in respect of pure financial loss for which the **Insured**, as the personal data controller, may be held liable under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR). The sub-limit for this extended cover is five (5) million SEK.

3.2 DEFENCE COSTS

In the event of a **Loss** which is covered by the **Policy** and which exceeds the **Deductible**, the **Insurer** undertakes in relation to the **Insured**:

- to investigate whether liability for damages exists,
- to negotiate with the party claiming damages,
- to appear on behalf of the **Insured** in legal or arbitration proceedings and in connection therewith pay any court or arbitration costs which the **Insured** incurs or is ordered to pay and which cannot be obtained from the opposite party or from any other party, and to pay damages for which the **Insured** is liable.

The **Insurer's** undertaking above ceases to apply when the **Indemnity Limit** stated in the policy schedule has been exceeded or exhausted. Such **Defence Costs** shall be included in and not in addition to the **Indemnity Limit**.

3.3 EMERGENCY COSTS

The **Policy** also covers the costs of reasonable emergency measures designed to prevent or limit **Loss** that is imminent or to limit **Loss** that has already occurred, when such **Losses** fall within the scope of the **Policy** and are conducted in accordance with **Sections 5 Emergency Obligation** and **6.1 Emergency Cost** of this **Policy**. Such emergency costs shall be included in and not in addition to the **Indemnity Limit** and shall be the subject of any **Deductible**.

CLAIMS CONDITIONS

4. MEASURES IN THE EVENT OF LOSS

4.1 LOSS NOTIFICATION

If the **Insured** becomes aware of a **Loss** or an event which may result in a **Loss** and which may be covered by this **Policy**, the **Insured** shall notify the **Insurer** about this **Loss** or event which may result in a **Loss** without delay (see also subsection 4.5). The **Insured** shall provide notice to the **Insurer** using the contact details set out in the policy schedule.

4.2 CLAIMS FOR INSURANCE COVERAGE

If the **Insured** wants to make a claim for insurance indemnification or other insurance coverage under this **Policy**, the **Insured** must provide written notice to the Insurer using the contact details provided in the policy schedule. If the **Insured** fails to provide such written notice within twelve (12) months upon receipt of a claim against the **Insured** concerning a **Loss** that may be covered by this **Policy**, the Insured forfeits its rights to insurance indemnification or other insurance coverage under this **Policy** in respect of that **Loss** and the Insurer is free from liability in respect of that **Loss**.

4.3 INFORMING THE INSURER OF NOTICE OF QUESTIONING BY THE POLICE, A SUMMONS ETC

If, in a matter which may concern the **Policy**, the **Insured** or one of his **Employees** has been asked to submit to questioning by the police or other authority or if he has been summoned to appear in court, the **Insured** shall immediately inform the **Insurer** of this. The latter will be entitled after consultation with the **Insured** to appoint legal counsel and to provide the latter with the directions and instructions needed for the legal proceedings (see also subsection 4.5).

4.4 ASSISTING IN INVESTIGATION

The **Insured** shall **Co-operate** and provide all such assistance as the **Insurer** may reasonably require. The **Insured** is obliged to keep documentation to a reasonable extent, such as construction drawings, manufacturing plans, recipes, instructions, directions for use, contracts, guarantees and similar documents. The **Insured** shall without compensation produce such documentation and also carry out any enquiries, analyses and investigations which have a bearing on the assessment of the **Loss** and on his liability and which can be carried out within his business. In the event of legal proceedings, the **Insured** shall ensure that witness testimony and expert evidence can be given to the required extent with the aid of personnel employed by him.

4.5 CONSEQUENCES OF FAILURE TO COMPLY WITH OBLIGATIONS

If the **Insured** fails to fulfil his obligations as described in subsections 4.1 (as regards notice of **Loss**), 4.3 and 4.4, the **Insurer** will be entitled to reduce indemnity wholly or partially insofar as the failure has been to the detriment of the **Insurer**.

4.6 ADMISSION OF LIABILITY, OUT OF COURT SETTLEMENT

The **Insured** is not entitled to admit liability for damages, to approve a claim for compensation or to pay compensation without the prior consent of the **Insurer**. Should the **Insured** fail to comply with this provision, the **Insurer** will be absolved from liability, unless the claim was clearly founded under law.

Where the **Insurer** has declared its willingness to reach an out of-court settlement with the claimant, but the **Insured** does not agree to settle the claim, the **Insurer** will be absolved from any liability for compensation in excess of the amount that could have formed the basis of a settlement, together with liability for costs incurred thereafter and liability to undertake a further enquiry.

4.7 FRAUDULENT CLAIMS

If any claim is made by or on behalf of the **Insured** which is in any respect unfounded, false, fraudulent or intentionally exaggerated, or if any false declaration or statement is made in support of a claim (whether or not the claim is itself genuine), then the **Insurer** will invoke their rights under the Swedish Insurance Contracts Act (FAL) to refuse to pay part of or the whole of the claim and may recover from the **Insured** any sums already paid for which the **Insurer** is not liable in respect of the claim. The **Insurer** may also, subject to the provisions of Swedish Insurance Contracts Act (FAL), by notice terminate the **Policy** if the **Insured** is in material breach of the insurance contract. If the **Insurer** terminates the **Policy** under such circumstances, the **Insured** will not have any cover under the **Policy** following the day that the termination takes effect and will not be entitled to any return of premium.

5. DUTY TO MITIGATE

5.1 FRAUDULENT CLAIMS

When a **Loss** which may be expected to give rise to a claim for damages has occurred or is feared to be imminent, the **Insured** is obliged to take such action as he can to limit or avert the **Loss** (see 6.1 Emergency cost). The **Insured** shall further take the necessary steps to preserve the **Insurer's** right against the party who is responsible for the **Loss** (see 9.1 Subrogation). If the **Insured** willfully, through gross negligence or otherwise with knowledge of significant risk of **Loss** has failed to carry out his emergency obligation as stated above and if this can be considered to have been to the disadvantage of the **Insurer**, the latter will be entitled to make a reasonable deduction from the indemnity otherwise payable.

6. INDEMNITY RULES

6.1 EMERGENCY COST

If the **Insured** has incurred an expense (emergency cost) for the purpose of limiting actual or imminent **Loss** which may give rise to liability for damages covered by the **Policy**, indemnity will be provided if the measures taken were reasonable in the light of the circumstances. No indemnity, however, will be provided for averting an anticipated **Loss** due to a **Product**.

6.2 INDEMNITY IN ANOTHER CURRENCY

If indemnity is paid in a different currency from the one stated in the policy schedule, the amount will be converted according to the exchange rate that applies at the day of the payment.

6.3 STATUE OF LIMITATIONS

Anyone who wishes to make a claim under the insurance will forfeit his right to do so unless he institutes proceedings against the **Insurer** within ten (10) years from the date when the claim was first made against the **Insured**.

In order to expedite the reaching of a settlement and notwithstanding the above, the Insurer may instruct the **Insured** in writing to initiate proceedings against them within twelve (12) months from the date on which the Insured is so notified. If the **Insured** has submitted a claim to the **Insurer** in time, he always has six (6) months in which to initiate proceedings after the **Insurer** has declared that they have taken a final decision on the claim.

7. INDEMNITY LIMIT

7.1

The **Indemnity Limit** stated in the policy schedule is the maximum amount payable under this **Policy**. Separately stated limits or sub-limits for specified or extended cover comprise part of the total limit of indemnity. The **Indemnity Limit** includes all costs for damages, including interest and any costs associated with investigation and negotiation, legal assistance, arbitration proceedings, legal proceedings and emergency costs.

8. DEDUCTIBLE

8.1

The **Deductible** detailed in the policy schedule shall be paid by the **Insured** for each **Loss**. It includes costs for damages, including interest and any costs associated with investigation and negotiation, legal assistance, arbitration proceedings, legal proceedings and emergency costs.

For **Losses** which, according to subsection 2.2, are regarded as a single **Loss**, only one **Deductible** will apply.

GENERAL CONDITIONS

9. THE FOLLOWING GENERAL CONDITIONS APPLY TO THIS POLICY:

9.1 SUBROGATION

If any payment is made by the Insurer, the **Insured** grants to the **Insurer** all rights of recovery against any parties from whom a recovery may be made and the **Insured** shall take all reasonable steps to preserve such rights. However, the **Insurer** agrees to waive any rights of recovery against any **Employee** of the **Insured** or former **Employee**, self employed person or consultant of the **Insured** unless liability has resulted, in whole or part, from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

9.2 INSURANCE DISPUTES

This **Policy** is governed by the laws of Sweden.

Any dispute or difference between the **Insured** and the **Insurer** arising from this **Policy** shall be referred for determination to the court of Stockholm, Sweden.

9.3 RIGHTS OF THIRD PARTIES

For the avoidance of doubt:

- this **Policy** is not intended to confer any enforceable rights upon any third party, whether or not an interest of such third party is acknowledged by the **Insurer**;
- the parties to this **Policy** shall be entitled to cancel or vary this **Policy** without the consent of any third party, whether or not an interest of such third party is acknowledged by the **Insurer**;

- in the event of proceedings by a third party against the **Insurer** for the enforcement of any provision of this **Policy**, the Insurer shall have available to them any defence or set off which would have been available if the proceedings had been brought by the **Insured**.

9.4 NON-DISCLOSURE

In deciding to accept this cover and in setting the terms and premium, the **Insurer** has relied on the information the Insured has given including but not limited to underwriting information and application forms. The **Insured** must take care when answering any questions the **Insurer** asks by ensuring that all information provided is accurate and complete.

If the **Insurer** establishes that the **Insured** by fraud provided the **Insurer** with false or misleading information the **Policy** may be deemed invalid in accordance with the Swedish Insurance Contracts Act (FAL). The **Insurer** is relieved from obligation to indemnify the Insured for any **Loss** which occurs thereafter.

If the **Insurer** establishes that the **Insured** otherwise deliberately or negligently acted in breach of its duty to provide information, it could adversely affect the **Insured's** Policy and any claim. For example, the **Insurer** may:

- refuse to pay all claims. The **Insurer** will only do this if the **Insurer** provided the **Insured** with insurance cover which the **Insurer** would not otherwise have offered;
- amend the terms of this Policy;
- reduce the amount the **Insurer** pays on a claim in the proportion the premium the **Insured** has paid bears to the premium the **Insurer** would have charged the **Insured**; or
- cancel this Policy in accordance with the right to cancel below.

The **Insurer** will write to the **Insured** if the **Insurer**:

- cancels this Policy; or
- needs to amend the terms of this **Policy**.

If the **Insured** becomes aware that information given to the **Insurer** is inaccurate, the Insured must inform the **Insurer** as soon as practicable.

If the **Insured** becomes aware of any information that is different to that already given to the **Insurer** during the **Policy Period**, the Insured must inform the **Insurer** as soon as practicable.

9.5 DATA PROTECTION

It is understood by the **Insured** that any information provided to the **Insurer** regarding the **Insured** will be processed by the **Insurer** in compliance with the provisions of the applicable data protection laws as amended from time to time for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Please review the **Insurer's** privacy notice which is available online (www.berkley.com).

9.6 CANCELLATION

The **Insurer** may cancel this Policy by giving the **Insured** notice in writing as prescribed by the Swedish Insurance Contracts Act (FAL). The **Insurer** will only do this where allowed under the Swedish Insurance Contracts Act (FAL) including:

- Non-payment of premium, unless the delay is of minor significance;
- a change in risk occurring which means that the **Insurer** can no longer provide the **Insured** with indemnity; or
- a material breach of the insurance contract on the part of the **Insured**.

The **Insured** may cancel this Policy by giving notice to the **Insurer** subject to the cancellation rights under the Swedish Insurance Contracts Act (FAL).

If this Policy is cancelled at the **Insured's** request, the **Insured** will be entitled to a refund of any premium paid, subject to a deduction for any time for which the **Insured** has been covered and a deduction for any additional cancellation charge as specified in the policy schedule, to cover the administrative costs of providing the insurance. This will be calculated on a proportional basis.

If the **Insured** wishes to cancel and cover has not yet commenced, the **Insured** will be entitled to a full refund of the premium paid.

WHAT IS NOT COVERED

This **Policy** shall not provide indemnity in respect of any liability for, or directly or indirectly arising out of, or in any way involving the exclusions below.

10. GENERAL EXCLUSIONS

10.1 CROSS LIABILITY

The **Policy** does not cover any claim made against the **Insured** by either

- (1) any entity in which the **Insured** exercises a controlling interest; or
- (2) any entity exercising a controlling interest over the **Insured** by virtue of having a financial or executive interest in the operation of the **Insured**;

unless such claim is made against the **Insured** for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in Clauses 1 or 2 above and arises out of the exercise and conduct of the **Insured Business**.

10.2 LOSS OF DOCUMENTS – MAGNETIC OR ELECTRICAL MEDIA

The **Policy** does not cover the physical loss of or damage to **Documents** which are stored on magnetic or electrical media unless such **Documents** are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the **Documents** to their original status and provided always that such duplicates are securely stored in a separate location to the original **Documents**.

10.3 DIRECTORS' AND OFFICERS' LIABILITY

The **Policy** does not cover any loss arising from being a director, officer or trustee of the or from the acceptance of any directorship or trusteeship in any other company not forming part of the **Insured**.

10.4 TRADING LOSSES

The **Policy** does not cover any trading losses or trading liabilities incurred by any business managed or carried on by the **Insured** including loss of any client account or business.

10.5 FINANCIAL SERVICES

The **Policy** does not cover any loss arising out of regulated financial services including but not limited to activities subject to supervision of the Swedish Financial Supervisory Authority (Finansinspektionen).

10.6 PENSION TRUSTEE LIABILITY

The **Policy** does not cover the **Insured** acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme.

10.7 OTHER FINANCIAL LOSS

The **Policy** does not cover financial loss which is not consequent upon **Bodily Injury** or **Property Damage** other than claims for damages which the **Insured**, as the personal data controller, may be held liable under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) as outlined under **3.1 Indemnity**.

10.8 DAMAGE TO A PRODUCT

The **Policy** does not cover **Property Damage** to a **Product**.

10.9 COSTS AND DAMAGES DUE TO A PRODUCT OR SERVICE

The **Policy** does not cover claims for damages or the costs of any of the following relating to a **Product** or service carried out

- a recall, withdrawal or provision of information
- a complaint or investigation
- access or restoration
- disposal/removal
- renewed delivery or exchange
- a price reduction, replacement purchase or cancellation
- repair or adjustment, alteration, reconditioning, replacement, reinstatement
- functional failure, insufficient effect or inadequate performance insofar as the **Insured's** liability can only be based on an express or implied promise warranty or guarantee.

10.10 OWN PROPERTY OR PROPERTY IN TRUST

The **Policy** does not cover **Property Damage** to

- property owned by the **Insured**.
- property which the **Insured** or other party on his behalf rents, leases, borrows or otherwise utilises. The **Policy** does, however, cover **Property Damage** to premises or part of premises rented by the **Insured**, insofar as he is not contractually obliged to take out property insurance for the premises. The sub-limit for this extended cover is stated in the policy schedule.
- property in the care, custody or control of the **Insured** or other party on his

behalf for the purpose of transportation, lifting, storage or sale. The **Policy** does, however, cover **Property Damage** to property which is transported or lifted without being the object of a special undertaking. The sub-limit for this extended cover is twenty-five percent (25 %) of the **Indemnity Limit**.

- such part of property that has been damaged by reason that the part in question has been incorrectly or inadequately dealt with or handled in connection with the fulfilment of an undertaking by the **Insured**.

10.11 ENVIRONMENTAL DAMAGE

The **Policy** does not cover **Loss** arising out of **Environmental Damage** unless the **Environmental Damage** is a direct and unavoidable consequence of a sudden, unforeseeable and identifiable event.

For the purposes of this exclusion, **Environmental Damage** shall mean damage that an activity on land has caused to its surroundings, and which consists or is a consequence of

- pollution of watercourses, lakes or other area of water,
- pollution of the groundwater,
- any one or the combination of the release, emission, discharge, dispersal, disposal, escape of any substances, which are capable of causing harm to any person or any living organism, into or onto any water, land or air,
- a change in the groundwater level,
- smoke, soot, dust, gas or other air pollution,
- soil contamination
- noise
- tremor, or
- other similar disturbance.

10.12 NUCLEAR HAZARD

- The **Policy** does not cover **Loss** arising out of
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

10.13 FINES, LIQUIDATED DAMAGES AND RELATED ITEMS

The **Policy** does not cover fines or penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages or any **Loss** arising out of any liquidated damages clauses, penalty clauses or performance warranties in

any contract or agreement which the **Insured** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties.

10.14 CONTRACTUAL LIABILITY

The **Policy** does not cover **Losses** arising under any contract or agreement whether implied or explicit entered into by the **Insured** other than in accordance with **Insured Contracts** unless liability would have attached in the absence of such contract or agreement.

10.15 CLINICAL TRIALS, MEDICAL MALPRACTICE OR PHARMACEUTICALS

The **Policy** does not cover claims arising from **Clinical Trials, Medical Malpractice** or **Pharmaceuticals** designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by the **Insured**.

10.16 MOTOR VEHICLES

The **Policy** does not cover **Losses** arising out of or from the ownership, possession, maintenance, operation or use of any **Motor Vehicle**.

10.17 USE OF MECHANICALLY PROPELLED VEHICLES

The **Policy** does not cover **Losses** arising out of or from the ownership, possession, maintenance, operation or use of any mechanically propelled vehicle or trailer by or on behalf of the **Insured** other than legal liability arising out of or from:

- The use of any mechanically propelled vehicle as plant or as a tool of trade at the premises of the **Insured**; or
- the loading or unloading of any mechanically propelled vehicle or trailer when carried out beyond the limits of any carriageway or thoroughfare by a person other than the driver or attendant of any such vehicle or trailer; or
- the movement of any mechanically propelled vehicle or trailer not owned hired or borrowed by or leased to the **Insured** on or under any premises occupied by the **Insured** where such vehicle is causing an obstruction and interfering with the performance of the business; or
- damage to any bridge, weighbridge, road or anything beneath caused by the weight of any mechanically propelled vehicle or trailer or the load thereon;
- arising out of any mechanically propelled vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking

except always that the indemnity provided by this clause excludes liability for which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected) relating to insurance against liability in respect of the use of mechanically propelled vehicles or where indemnity is afforded by any other insurance contract.

10.18 AIRCRAFT, SHIPS AND BOATS

The **Policy** does not cover:

- **Loss** caused by an aircraft, hovercraft, hydrocopter or other aerial device or satellite
- **Loss** caused by watercraft including ships or boats or by objects towed by them when the **Insured** is the owner, user or operator of such craft.

10.19 AVIATION PRODUCTS

The **Policy** does not cover **Losses** arising out of any **Product** or part thereof which, with the **Insured's** knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft or other aerial device or satellite.

10.20 LIABILITY FROM EMPLOYMENT

The **Policy** does not cover **Bodily Injury** sustained by any **Employee** arising out of or in the course of employment by, service of or apprenticeship with the **Insured** unless a legal right of recovery is exercised against the **Insured**. In no case, however, does the **Policy** cover **Bodily Injury** resulting from a long-term harmful effect or any claims of latent origin.

The **Policy** does not cover claims for damages arising out of employment practice disputes directly or indirectly related to employment or prospective employment of any person or persons by the **Insured** including but not limited to:

- wrongful unfair or constructive dismissal,
- denial of natural justice, defamation, misleading representation, or advertising,
- refusal to employ a suitably qualified applicant or failure to promote,
- coercion, demotion, evaluation, relocation, punishment, slander, humiliation, harassment, or discrimination

10.21 OTHER INSURANCE

The **Policy** does not cover **Loss** insofar as it is covered by other insurance unless there is a legal right of recovery against the **Insured**. If the other insurance has a similar clause relating to double insurance, liability will be apportioned in the manner set out in the applicable insurance contracts legislation.

10.22 CONSULTING ASSIGNMENT

The **Policy** does not cover claims for damages arising from a **Consulting Assignment**.

10.23 WAR AND ACT OF TERRORISM

The **Policy** does not cover any **Losses** arising in connection with the following:

- (1) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion;
- (2) usurped power;
- (3) confiscation or nationalisation or requisition or destruction or damage or loss of property by or under the order of any government or public or local authority;
- (4) any **Act of Terrorism**, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or together or on behalf of or in connection with any organisation;
- (5) any action taken in controlling, preventing, suppressing or in any way relating to Clauses 1 and/or 2 and/or 4 above.

The burden of proving that a claim does not fall within this clause shall be upon the **Insured**.

10.24 AREA OF ACTIVITIES

The **Policy** does not cover any work or activities undertaken by the **Insured** outside the **Geographical Limits**.

10.25 JURISDICTION

The **Policy** does not cover any claim brought (or the enforcement of any judgment or award entered against the **Insured**) in the courts of the United States of America and/or Canada or their Dominions or Protectorates.

10.26 FAILURE TO ARRANGE INSURANCE AND/OR FINANCE

The **Policy** does not cover any **Loss** which follows from the failure of the **Insured** to arrange and/or maintain insurance and/or finance.

10.27 ASBESTOS

The **Policy** does not cover any **Loss** involving asbestos.

10.27 SANCTIONS

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not 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 the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, UK and Sweden or the United States of America.

DEFINITIONS AND INTERPRETATIONS

Headings and notes are for information purposes only and are not to be construed as part of this **Policy**.

Various words and phrases are used in this **Policy** and wherever they appear in bold with their first letter in capitals, whether they are used in the plural or singular form, they are deemed to have the meaning set out below:

ACT OF TERRORISM

Act of Terrorism shall mean an activity including but not limited to the use of force or violence including the actual or threatened harmful dispersal of biological or chemical substances and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to

- endanger human life, tangible or intangible property or infrastructure
- intimidate or coerce or put in fear a civilian population, or
- disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- overthrow, influence, or affect the conduct or policy of any government de jure or de facto political, religious or other ideological body by intimidation or coercion, or
- affect the conduct or policy of any government de jure or de facto political, religious or other ideological body by mass destruction, assassination, kidnapping or hostage-taking

BODILY INJURY

Bodily injury means death, disease, illness and physical injury of or to a person.

CLINICAL TRIALS

Clinical Trials refers to the scientific testing of **Pharmaceuticals**, medical devices, surgical techniques, or other methods of treatment.

CONSULTING ASSIGNMENT

Consulting Assignment means

- advice, advisory services or directions prepared or given for a fee
- errors and omissions
- calculations, designs, plans, specifications, formulae, descriptions or the like

- project management
- testing, examination, surveys and inspection

but this shall not exclude such liability arising in conjunction with a **Product**.

CO-OPERATE

Means that the **Insured**:

- assists the **Insurer** and their duly appointed representatives to put forward the best possible defence of a claim for damages within the time constraints available;
- shall have adequate internal systems in place, which will allow ready access to material information;
- shall at all times and at its own cost give to the **Insurer** or their duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to handle claims and facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries;
- shall pay the **Deductible** on demand of the **Insurer** or their duly appointed representatives to comply with any settlement agreed by the **Insurer**.

DEFENCE COSTS

Means all costs and expenses incurred in the investigation, defence or settlement of any claim for damages against the **Insured**.

DEDUCTIBLE

Means the sum shown in the policy schedule unless otherwise stated in this **Policy** and shall be the first amount of each **Loss** that is payable by the Insured which shall not be indemnified by the **Insurer**.

Where, however, more than one **Loss** occurs during the **Policy Period** which arises from the same original cause as described in 2.2 above then only a single **Deductible** shall apply in respect of such **Loss**.

DOCUMENTS

Means project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this **Policy**).

EMPLOYEE

Employee means any person under a contract of employment, service or apprenticeship with the **Insured**.

GEOGRAPHICAL LIMITS

Means the **Geographical Limits** as stated in the policy schedule.

INDEMNITY LIMIT

Means the sum shown in the policy schedule which is available to indemnify the **Insured** in respect of each **Loss**, provided always that where more than one **Loss** arises from the same original cause, all such **Losses** shall be deemed to be one **Loss** as described in 2.2 above and only one **Indemnity Limit** shall be payable in respect of the aggregate of all such **Losses**.

INSURED CONTRACTS

Insured Contracts means

- general regulations issued by a trade association within the **Insured's** area of business
- a contract which is customary within the trade for the area of business to which the contract in question refers. It is the duty of the **Insured** to show that such a contract is customary.
- other agreements that have been approved by the **Insurer**.

The fact that an agreement is designated as an **Insured Contract** does not entail a change in the scope of the insurance.

INSURED

Insured means the following:

- the policyholder and any **Subsidiary** company owned by the policyholder and based in the **Nordic Countries** or as specified in the policy schedule
- any other coinsured company specified in a separate list, policy schedule or appendix to the **Policy**
- an executive director while performing duties on behalf of the policyholder, an insured **Subsidiary** or other coinsured company
- employees acting in the service of the policyholder, an insured **Subsidiary** or any coinsured company

INSURER

Means W. R. Berkley Insurance AG, svensk filial

LOSS (OR LOSSES)

Loss means **Bodily Injury** and/or **Property Damage** and financial loss consequent upon **Bodily Injury** and/or **Property Damage** and/or pure financial loss for which the **Insured**, as the personal data controller, may be held liable under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) occurring during the **Policy Period**.

MEDICAL MALPRACTICE

Medical Malpractice refers to incorrect treatment as part of medical care provided by the **Insured** company.

MOTOR VEHICLE

Motor vehicle means any type of machine designed to travel on wheels or on self-laid tracks and to be propelled by other than manual or animal power and for which compulsory insurance is required to be purchased under any Road Traffic Act or similar law.

NORDIC COUNTRIES

Nordic Countries shall mean Sweden, Finland, Norway and Denmark.

PHARMACEUTICALS

A **Pharmaceutical** refers to a substance that is intended for administration to humans or animals in order to prevent, reveal, alleviate or cure an illness or symptoms of illness or to be used in a similar manner. In general, the Swedish Medicines Act (2015:315) applies when deciding what is meant by the term **Pharmaceutical**.

POLICY

Policy means this document, the policy schedule (including any policy schedules issued in substitution), the general conditions (allmänna avtalsbestämmelser AAB) and any endorsements attaching to this document or the policy schedule that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in the relevant definitions.

POLICY PERIOD

Means the period shown in the policy schedule to the period which may be granted by the **Insurer**.

POLLUTION

Means any one or a combination of a release, emission, discharge, dispersal, disposal, escape of any substances, which are capable of causing **Harm** to any person or any living organism, into or onto any water, land or air.

PRODUCT

Product means any tangible property (including packaging, containers, labels and instructions for use) after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

PROPERTY DAMAGE

Property Damage means **Loss** of, destruction of or damage to tangible property and/or **Loss** of use of tangible property that has been lost, destroyed or damaged.

SUBSIDIARY

Subsidiary refers to a company in which the **Insured** directly or indirectly

- owns more than 50 per cent of the share capital, or
- controls more than 50 per cent of the votes of all the shares or participations, or
- is entitled to appoint more than half the members of his board or equivalent management body.