



Berkley

General and product liability insurance

BGPL 1:1

Terms and conditions apply from 2023-01-01

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W. R. BERKLEY INSURANCE AG, svensk filial,
is a branch office of W. R. Berkley Insurance AG authorised by the
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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.

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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 from 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.**