

Premises Pollution Liability

Sweden

CHUBB®

Insurer(s):

**Chubb European Group SE
Birger Jarlsgatan 43,
Box 868
SE-101 37 Stockholm
Sweden**

Chubb European Group SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

CLAIMS MADE BASIS:

THIS POLICY APPLIES ONLY IN RESPECT OF THOSE SECTIONS STATED IN THE SCHEDULE AS BEING INSURED.

In consideration of the Insured paying the Premium to CHUBB EUROPEAN GROUP SE (hereinafter called "the Company") and having made a Proposal

Section 1. Imposed Remediation Costs

The Company will pay on behalf of the Insured subject to the Limit of Liability the Remediation Costs which arise out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule where such Remediation Costs result from Regulatory Action or the requirement of a third party first imposed during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

Section 2. Legal Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of

- A. Bodily Injury
- B. Property Damage

arising out of any Pollution Condition on, at, under or migrating from the Covered Locations listed in the Schedule provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also pay Costs and Expenses in respect of any claim to which this Section applies including Third party business interruption.

Section 3. Transportation Liability

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay as damages in respect of

- A. Bodily Injury
- B. Property Damage

arising from any Pollution Condition or Biodiversity Damage which is caused by products or waste of the Insured during Transportation provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

The Company will also

- a) pay Costs and Expenses in respect of any claim to which this Section applies
- b) pay on behalf of the Insured the Remediation Costs which arise out of such Pollution Condition.

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Section 4. Biodiversity Damage

The Company will pay on behalf of the Insured subject to the Limit of Liability all sums which the Insured shall become legally liable to pay in respect of

- A. Costs and Expenses
- B. Replacement Costs
- C. Remediation Costs

arising from Biodiversity Damage which first arises during the Period of Insurance and results from any Covered Location(s) listed in the Schedule provided that the claim is first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or during any applicable Extended Reporting Period.

Section 5. Business Interruption

The Company will subject to the Limit of Liability pay for Business Interruption Loss incurred by the Insured during the Period of Interruption resulting directly from a Pollution Condition provided that the Business Interruption Loss is notified to the Company during the Period of Insurance or during any applicable Extended Reporting Period.

Section 6. Crisis Management

The Company will pay on behalf of the Insured subject to the Crisis Management Specific Aggregate Sublimit of Liability any Crisis Management Costs in the event of a Crisis Management Event

- A. which first commences during the Period of Insurance and is notified to the Company within five working days of any Key Executive becoming aware of such a Crisis Management Event;

and

- B. where the Insured would be entitled to receive indemnity under this Policy for the Pollution Condition or Biodiversity Damage which has resulted in the Crisis Management Event in excess of the Crisis Management Specific Excess.

This Policy together with its Schedule and any attached endorsements is a legal contract which shall constitute the entire contract between the parties, and should be examined and if incorrect returned immediately for alteration.

Definitions

1. **Biodiversity Damage**

means injury to or damage sustained by or destruction of land water protected species or natural habitats for which the Insured is legally responsible under legislation in any EU Member State which implements the European Union Environmental Liability Directive 2004/35/EC. This includes primary, complementary and compensatory remediation as defined in Annex II of Directive 2004/35/EC.

2. **Bodily Injury**

means bodily injury to any person and includes

2.1 death illness and disease

2.2 mental injury anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease.

3. **Business Income**

means

3.1 net profit or loss, before tax, including rental income from tenants, which would have been realised had there been no Business Interruption

3.2 the Insured's continuing operating and payroll expense (excluding payroll expense of officers, executives, department managers and contract employees)

3.3 costs incurred by the Insured as rent for temporary premises when a portion of a Covered Location(s) becomes untenable due to a covered Pollution Condition or Biodiversity Damage and temporary premises are required to continue the Insured's operations. Such rental costs cannot exceed the fair rental value of the untenable portion of the Covered Location(s).

4. **Business Interruption**

means necessary partial or complete suspension of the Insured's operations at a Covered Location(s) arising from a Pollution Condition or Biodiversity Damage covered under this Policy which directly results in Business Interruption Loss.

5. **Business Interruption Loss**

means

5.1 Business Income

5.2 Extra Expense

5.3 Delay Expense.

6. **Costs and Expenses**

means

6.1 costs and expenses recoverable by any claimant or Regulatory Authority from the Insured

6.2 costs and expenses incurred with the written consent of the Company

6.3 solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction

6.4 compensation to the Insured at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the Company

a) any director or partner of the Insured EUR 500

b) any Employee EUR 250

6.5 Loss Mitigation Costs.

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7. **Covered Known Condition(s)**

means any condition listed under Covered Known Condition(s) in the Schedule.

8. **Covered Location(s)**

means any location shown as such in the Schedule.

9. **Covered Underground Storage Tank(s)**

means any Underground Storage Tank(s) shown as such in the Schedule.

10. **Crisis Management Costs**

means reasonable and necessary expenses approved by the Company in writing which have been incurred:

- a) for responsive consulting services rendered by the Crisis Management Firm
- b) for printing advertising or mailing of materials for public relations
- c) for travel by any Key Executive director officer employee or agent of the Insured or the Crisis Management Firm
- d) to secure the scene of a Crisis Management Event
- e) by or advanced to any third party directly harmed by the Crisis Management Event for medical

costs, funeral costs, psychological counselling, travel expenses, temporary living costs or other necessary response costs.

11. **Crisis Management Event**

means a Pollution Condition or Biodiversity Damage that in the good faith opinion of a Key Executive has resulted in or is reasonably likely to result in damage to the reputation and/or brand of the Insured as a consequence of media coverage in print or by radio or television or news agency or dissemination of such coverage by the internet.

12. **Crisis Management Firm**

means any firm approved in writing by the Company to perform services in connection with a Crisis Management Event.

13. **Crisis Management Specific Excess**

means the part of any claim expressed as such in the Schedule.

14. **Deductible Period**

means the period stated as such in the Schedule.

15. **Delay Expense**

means for a Covered Location(s) under development, where a Pollution Condition or Biodiversity Damage covered under this Policy causes a delay in the completion of development, any of the following expenses incurred

- 15.1 additional interest on money the Insured has borrowed to finance the construction, development or remediation of a project at a Covered Location(s)
- 15.2 additional real estate taxes and other assessments
- 15.3 additional advertising or promotional expense(s)

- 15.4 additional expense(s) incurred resulting from the renegotiation of leases, including associated usual and customary legal representation expense(s); and
- 15.5 additional engineering, architectural, and consulting fees.

16. Employee

means any person under a contract of service or apprenticeship with the Insured. Employee shall also include the following while working for the Insured in which case they will be considered to be employed by the Insured

- 16.1 any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
- 16.2 any labour master and any person supplied by him/her
- 16.3 any person engaged as a labour only sub-contractor and any person supplied by him/her
- 16.4 any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured
- 16.5 any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
- 16.6 any work experience student or trainee
- 16.7 any person providing his/her services on a voluntary basis.

17. Environmental Law

means any law governing the liability of the Insured with respect to Pollution Conditions or Biodiversity Damage.

18. Excess

means that part of any claim expressed as such in the Schedule.

19. Extended Reporting Period

means any additional period of time as specified in this Policy within which the Insured is entitled to notify a claim to the Company.

20. Extra Expense

means costs incurred by the Insured, due to a Pollution Condition or Biodiversity Damage covered under this Policy, that are necessary to avoid or mitigate any Business Interruption. Such costs must be incurred in order to minimise the amount of Business Income that would otherwise be incurred.

21. Fungi

means any type or form of fungus including mould or mildew and any mycotoxins spores scents or by-products produced or released by fungi.

22. Insured

means the party or parties described as such in the Schedule.

23. Insured Contract

means any contract listed under Insured Contract(s) in the Schedule.

24. **Key Executive**

means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel, partner (if the Insured is a partnership), managing director (if the Insured is a limited liability company) or sole proprietor (if the Insured is a sole proprietorship) of the Insured.

25. **Limit of Liability**

means

25.1 the maximum amount as stated in the Schedule as Limit of Liability for any one Pollution Condition or Biodiversity Damage which the Company shall be liable to pay in respect of any and all damages Costs and Expenses Remediation Costs and Business Interruption Loss arising from any one such Pollution Condition or Biodiversity Damage

25.2 the maximum amount as stated in the Schedule as Policy Limit of Liability which the Company shall be liable to pay in respect of all damages Costs and Expenses Remediation Costs and Business Interruption Loss pertaining to any one Period of Insurance.

26. **Loss Mitigation Costs**

means

26.1 costs incurred by the Insured with the express permission of the Company to avoid or mitigate the impact of any Pollution Condition or Biodiversity Damage which may give rise to Remediation Costs or Biodiversity Damage under this Policy which may give rise to a claim under this Policy

26.2 reasonable costs incurred by the Insured in seeking to avoid or mitigate the impact of any imminent Pollution Condition or Biodiversity Damage which may be covered by this Policy where it is not reasonably practical to obtain the express permission of the Company.

27. **Period of Insurance**

means the period stated in the Schedule or any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.

28. **Period of Interruption**

means the period of time during which operations are necessarily suspended at a Covered Location(s) as a result of a Pollution Condition or Biodiversity Damage, commencing with the date on which such operations were first suspended. If Business Interruption delays the start of the Insured's operations, the Period of Interruption will begin on the date the operations would have begun if the Pollution Condition or Biodiversity Damage had not resulted in Business Interruption.

The Period of Interruption will end on the date that the subject Pollution Condition or Biodiversity Damage has been remedied to the point at which the Insured's normal operations could reasonably be restored.

29. **Pollution Condition**

means the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal pollutant, irritant or contaminant including but not limited to smoke, soot, vapours, fumes, odours, acids, alkalis, chemicals, Fungi, hazardous substances, hazardous materials and waste materials including medical. Infectious and pathological waste, and low level radioactive waste into or upon land structures thereon the atmosphere surface water or groundwater.

30. **Property Damage**

means

30.1 loss of or damage to material property

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- 30.2 loss of use of material property which is not physically damaged
30.3 diminishment in value of material property of a third party.

31. **Regulatory Action**

means any action taken or any liability imposed by any Regulatory Authority under Environmental Law.

32. **Regulatory Authority**

means any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under Environmental Law.

33. **Remediation Costs**

means reasonable expenses incurred by the Insured with the written consent of the Company in the investigation quantification monitoring abatement removal disposal treatment neutralisation or immobilisation of Pollution Conditions or Biodiversity Damage to the extent required by Environmental Law and as a result of a Regulatory Action including Replacement Costs.

34. **Replacement Costs**

means expenses necessarily incurred in the repair or replacement of real property due to damage sustained in the course of responding to a Pollution Condition or Biodiversity Damage other than expenses incurred in respect of any improvements or betterments.

35. **Responsible Official**

means any Employee of the Insured who is or was responsible for environmental matters control or compliance at a Covered Location(s) or any officer director or partner of the Insured.

36. **Retroactive Date**

means the date stated as such in the Schedule.

37. **Reverse Retroactive Date**

means the date stated as such in the Schedule.

38. **Transportation**

means the movement of the Insured's products or waste by a person or entity other than the Insured engaged in the business of transporting property, until such products or waste arrive at the boundaries of their final destination. including the Loading and Unloading of such products or waste.

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.

39. **Underground Storage Tank(s)**

means any tank and associated piping and appurtenance which tank has more than 10% of its volume below ground.

Exclusions

This Policy does not apply to liability, Biodiversity Damage, Costs and Expenses, Remediation Costs or Business Interruption Loss:

1. **Advice**

arising out of the provision of or failure to provide any instruction advice information or professional service in return for a fee.

2. **Aircraft, Watercraft, Vehicles**

arising from or caused by the ownership possession control or use by or on behalf of the Insured beyond the boundaries of Covered Location(s) of

1.1 any aerospace device or any airborne or waterborne craft or vessel or the loading or unloading of such craft or vessel

1.2 any mechanically propelled vehicle or trailer attached thereto.

This Exclusion does not apply to Section 3 - Transportation Liability.

3. **Asbestos and Lead**

arising out of or related in any way to

3.1 asbestos or asbestos-containing materials or

3.2 lead or lead-containing materials

on or in structures and the Company shall have no duty of any kind with respect to any such liability.

This exclusion does not apply to Remediation Costs with respect to soil and groundwater.

4. **Capital Improvement**

based upon or arising out of:

The replacement, repair, restoration, improvement or maintenance of any, structures, equipment or facilities at a Covered Location whether or not such work is;

4.1 in compliance with any permit or licence requirements; or

4.2 directed by any government entity; or

4.3 undertaken in response to an imminent threat or emergency situation;

5. **Contractual Liability**

assumed under any contract or agreement unless

5.1 such liability would have attached in the absence of such contract or agreement or

5.2 such contract or agreement is listed in the Schedule as an Insured Contract subject always to the terms conditions and exclusions of this Policy.

6. **Cross Liability**

Arising out of any claim by one Insured against any other Insured

7. **Custody or Control**

in respect of loss of damage to loss of use of or diminishment in value of property belonging to the Insured or in the custody or control of the Insured or any Employee or agent of the Insured other than in respect of Remediation Costs or Biodiversity Damage.

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8. **Deductible Period**

in respect of Business Interruption Loss incurred during the Deductible Period.

9. **Employees**

in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured.

10. **Excess**

for the amount of the Excess shown in the Schedule.

11. **Fines, Liquidated Damages and Penalties**

for fines penalties or sanctions whether civil or criminal for noncompliance with law liquidated damages punitive or exemplary damages or under any penalty clause.

12. **Former Property and Divested Locations**

arising from or in respect of any Former Property subsequent to the time such property is surrendered sold assigned abandoned or relinquished by the Insured.

13. **Intentional Non-Compliance**

arising from the intentional disregard of or knowing wilful or deliberate failure to

13.1 comply with any statute regulation administrative complaint notice of violation notice letter or instruction of any Regulatory Authority or executive judicial or administrative order by the Insured or by any Responsible Official

13.2 employ all reasonable mitigation or remedial measures or take additional precautions as soon as possible after discovery of any Pollution Condition or Biodiversity Damage covered by this Policy

13.3 employ all reasonable mitigation or remedial measures likely to prevent or avoid any event which may result in a Pollution Condition or Biodiversity Damage covered by this Policy.

14. **Internal Expenses**

for expenses incurred by the Insured for services performed by the salaried staff and employees of the Insured other than with respect to Loss Mitigation Costs.

15. **Known Condition(s)**

arising from any Pollution Condition or Biodiversity Damage which was in existence and was known to any Responsible Official prior to the commencement of this Policy unless listed in the Schedule under Covered Known Condition(s).

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

arising from any material change in the use of the Covered Location during the Period of Insurance

16.1 which results in more stringent remediation requirements for any properties owned leased or controlled by the Insured other than those applicable at inception of this Policy

16.2 where such change would have materially affected the terms and conditions of the Policy applicable at inception of the Policy

16.3 the movement of any ground material in connection with any construction, redevelopment or refurbishment works or in connection with any Planning Laws

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For the avoidance of doubt, this exclusion does not apply to Pollution Condition arising from routine maintenance by the Insured at a Covered Location such as:

- a. Shallow excavations no more than one meter below ground
- b. Below ground works required to install, maintain or repair below-ground services; routine maintenance or landscaping
- c. any above ground works or interior refurbishment work

17. Naturally Occurring Materials

arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present at a Covered Location(s) in concentrations which are in excess of their natural concentration.

18. Products Liability

Goods, materials or products manufactured, sold, handled, distributed, supplied or repaired by or on behalf of any Insured or by any others under license or trade name from any Insured.

19. Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- 19.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 19.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

20. Retroactive Date

arising from any Pollution Condition or Biodiversity Damage which first commences

- 20.1 prior to the Retroactive Date stated in the Schedule
- 20.2 subsequent to the Reverse Retroactive Date stated in the Schedule.

21. Terrorism

caused by or arising from

- 21.1 any Act of Terrorism and/or
- 21.2 Remediation Costs, Bodily Injury, Property Damage, or Biodiversity Damage or Costs and Expenses of whatsoever nature directly or indirectly caused by, or contributed to, or arising from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism

For the purpose of this Exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the 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 influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that by reason of this Exclusion any liability is not covered by this Policy, the onus of proving to the contrary shall be upon the Insured.

22. Underground Storage Tank(s)

arising from any Pollution Condition or Biodiversity Damage which emanates from any Underground Storage Tank(s). The presence of which was known to any Responsible Official prior to the commencement of this Policy and which is not listed in the Schedule under Covered Underground Storage Tank(s).

However this exclusion does not apply to:

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- 22.1 Any septic tank;
- 22.2 Any oil-water separator
- 22.3 Any storage tank that is situated in an underground area such as a basement, cellar, mine shaft or tunnel if such storage tank is situated upon or above the surface of the floor; or
- 22.4 Any Underground Storage Tank owned, leased or operated by or in the care of the Insured, provided that the Insured is duly diligent and maintains its relevant operations in accordance with good management practices and all applicable laws and regulations. Furthermore, all such Underground Storage Tanks must have corrosion control and automated leak detection in place in order to be covered under this policy.

Notwithstanding the above, tanks, and associated pipework that are over 25 years old or which are single skinned are only covered under this policy if they have been re-lined or have passed an integrity test since 3 years prior to policy inception.

23. **Voluntary Site Investigation and Redevelopment**

arising from a Pollution Condition or Covered Known Condition discovered during or as a result of a voluntary site investigation at a covered location

Or;

arising from a Pollution Condition or Covered Known Condition discovered during or as a result of a site investigation and associated activities undertaken by the Insured or the landlord or any occupant and tenant or future owner of the Covered Location:

- a. to obtain or maintain a permit to operate an installation, facility or equipment at a Covered Location including baseline report under the condition of the Industrial Emissions Directive (IED) permit,
- b. to develop or undertake construction activity at a Covered Location
- c. to close or partially close the Covered Location
- d. to sell or transfer the Covered Location.

if those site investigation and associated activities have not been disclosed to and authorized by the Company in writing.

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

- (i) 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
- (ii) activities consistent with any regular monitoring of any Covered Location to comply with the terms and conditions of a licence or permit.

24. **War**

directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power occurring after commencement of this Policy.

25. **Fluorinated Compounds**

arising out of or related to perfluorinated or polyfluorinated alkyl substances and any degradation byproducts.

Special Conditions

1. **Extended Reporting Period**

In the event of either this Policy not being renewed or cancellation as specified in Condition 2

1.1 and provided that no other insurance has been arranged to replace all or part of this Policy the Insured shall be entitled to an Extended Reporting Period of 90 days commencing from the date of non-renewal or cancellation

1.2 the Insured shall have the option to purchase from the Company for a premium not exceeding 200% of the Policy premium an Extended Reporting Period of 34 consecutive calendar months commencing from the expiry of the period described in 1.1 above

Provided that

- (a) this Special Condition shall not have the effect of increasing or reinstating the Limits of Liability nor extending the Period of Insurance
- (b) any claim notified to the Company during an Extended Reporting Period shall be deemed to have been notified on the last day of the Period of Insurance
- (c) the Insured's intention to exercise the option described in 1.2 above is confirmed to the Company in writing prior to the expiry of the Period of Insurance.

2. **Multiple Claims**

If the Company or any of its affiliates issues a claims-made Premises Pollution Liability coverage in respect of the Covered Location(s) for more than one policy period and:

(a) the discovery of a Pollution Condition or Biodiversity Damage is reported to the Company in accordance with the terms and conditions of this Policy, then all such Pollution Conditions or Biodiversity Damage and any related, resultant, repeated, or continuous Pollution Conditions or Biodiversity Damage which are reported to the Company during any subsequent policy period shall be deemed to have been discovered during the Period of Insurance in which the first discovery was made

(b) any claim in respect of Bodily Injury, Property Damage or Remediation Costs is first made against the Insured or a Business Interruption Loss is first incurred by the Insured and reported to the Company in writing in accordance with the terms and conditions of this Policy, then all claims arising out such Pollution Conditions or Biodiversity Damage, or arising out of any related, resultant, repeated, or continuous Pollution Conditions or Biodiversity Damage, shall be deemed to have been first made and reported during the Period of Insurance in which the claim was first made against the Insured

Provided that the Insured has maintained Premises Pollution Liability coverage with the Company or one of its affiliates on a continuous, uninterrupted basis since the discovery of such Pollution Condition or Biodiversity Damage or the first such claim was made against the Insured, and reported to the Company.

3. **Sanction Limitation**

This Company shall not provide cover and the Company 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 Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Conditions

1. **Alteration**

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The Insured shall give notice to the Company of any material change in use of any Covered Location(s) and until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any occurrence due altogether or in part to any such alteration or change.

2. **Cancellation**

This Insurance may be cancelled, by either party, by giving 1 months' notice in writing prior to renewal date. In the absence of any such notice of cancellation, this Insurance shall be renewed for a further period of 1 year.

3. **Choice of Law**

This Policy of insurance shall be governed by and construed in accordance with the laws of Sweden. Any dispute arising under or in connection with this Policy, including any dispute as to the formation or validity of the Policy shall be settled by arbitration proceedings in accordance with the Swedish Arbitration Act. The place of arbitration shall be Stockholm.

4. **Claims Procedure**

It is a condition to any liability of the Company under this Policy that in the event of any occurrence giving rise to or which may give rise to a claim under this Policy.

4.1 the Insured shall

- a) give immediate written notice thereof (and full particulars of the occurrence) to the Company
- b) notify the Company in writing immediately if he/they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy
- c) forward to the Company immediately on receipt of every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured
- d) give all such information and assistance as the Company may require within such time limits as are specified by the Company

4.2 the Insured shall not negotiate admit liability or make any promise payment or settlement without the Company's written consent

4.3 the Insured shall not incur any Remediation Costs without the Company's written consent, except in the event of an imminent and substantial threat to human health or the environment

4.4 the Company shall be entitled

- a) if and so long as it desires to take over and have the sole conduct and control of any claim, remediation and legal proceedings or alternative dispute resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim
- b) to prosecute in the name of the Insured but for the Company's benefit any claim for compensation or indemnity.

5. **Contracts (Rights of Third Parties) Act**

This Policy is governed by the provisions of the Swedish Insurance Contracts Act in force at time of the inception of the Period of Insurance in so far as these provisions have not been waived or substituted by provisions to that effect in the general or special conditions or endorsements of this Insurance.

6. **Discharge of Liability**

The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid) or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences.

7. **Inspection and Audit**

The Company shall have the right but not the duty to inspect any Covered Location(s) and to take samples therefrom. Such right and any resultant findings shall not imply that such Covered Location(s) is safe or in compliance with any law.

The Company shall have the right but not the duty to examine and audit the Insured's books and records during the Period of Insurance and within three consecutive years commencing from the cessation of this Policy.

8. **Interpretation**

For the purposes of this Policy, Proposal means any signed proposal form and declaration and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefor whether at the time of acceptance or prior or subsequent thereto.

This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

9. **Non-Contribution**

If there is any other insurance in force which covers a loss or liability which is also covered by this Policy the Company will pay on behalf of the Insured as if such other insurance was not in force and will waive any rights of recourse against the insurer(s) who provide such other insurance other than where such other insurance is provided by one of the Chubb Group of Companies in which case this Policy will be in excess thereof.

10. **Precautions**

It is a condition to any liability of the Company under this Policy that the Insured at their own expense shall take all reasonable precautions to prevent circumstances which may give rise to a claim under this Policy.