

Contractors Pollution Liability Endorsement

Energinet Project: 132kV Stasevang-Teglstrupgård

Item 1a: Named Insured	Energinet incl. all subsidiaries
Item 1b: Insured:	<p>Any person or company performing activities on behalf of the Project and any person or company the Employer is obliged by agreement to include as the Insured, i.e. (non exhaustive):</p> <ul style="list-style-type: none">• Contractors including subcontractors of any tier and/or their parent companies and subsidiary companies.• Suppliers including sub suppliers.• Engineers, advisors and supervisors for their activities on site only
Item 2	
Policy period:	01.08.2021 – 23.12.2022 (Claims made)
Completed Operations Period	Extended maintenance period 60 months
Item 3a Limits – Insuring agreement 1 – Covered operations - <u>Onshore project</u>	
<p>Energinet's Onshore project "132kV Stasevang – Teglstrupgård", Denmark. Reinvestment of two new 132kV cable systems and disassembling of existing overhead line systems between Stasevang-Teglstrupgård. New reactor inductor and associated new stress field Stasevang.</p>	
<p>Disassembling of overhead lines and masts</p> <ul style="list-style-type: none">○ Trace ca. 2 x 20 km○ Approximately 179 masts○ disassembling will be done after TOC, being from 02.09.2022 until 23.12.2022	
<p>Burial of new cables</p> <ul style="list-style-type: none">○ Trace of approximately 2 x 19 km○ 2 x 15 cable sections – 2 x 14 connectors	
<p>"In consideration of the payment of the premium, and subject to all the terms of this Policy, we agree with the Insured to provide insurance stated in this Policy"</p>	
a. Each Incident Limit	DKK 5,000,000 EEO and
b. Coverage Aggregate Limit:	DKK 5,000,000 for the entire project
Item 3b Limits – Insuring agreement 2	Covered Locations: NOT COVERED
Item 3c Limits – Insuring agreement 3	Invasive Plant Species: NOT COVERED
Item 3d: Total Policy Aggregate Limit (annual):	DKK 5,000,000
Item 4: Deductible	DKK 1,000,000
Item 5 Retroactive date	Not applicable
Item 6a Covered Operations	All activities or operations performed by the Insured, including all ancillary and associated activities in connection with Energinet's 132kV Stasevang-Teglstrupgård project.
Item 6b: Covered Locations	Not covered
Item 7: Policy Premium	DKK _____

Please note that when we use the words "we", "us" and "our" below, we refer **to the insurer xxxxxxxx**. Other words and phrases that appear in bold type have special meaning. Refer to DEFINITIONS (Section II)

In consideration of the premium being paid we agree to pay loss, as described in the Insuring Agreements below in respect of which Limits are given in the Schedule, to or on behalf of the **insured** in accordance with the attached Schedule, Policy wording and endorsements where applicable

SECTION I-- COVERAGES

1. Insuring Agreement

We will pay on behalf of the **insured** those sums the **insured** becomes legally obligated to pay for:

- a. **Claims** resulting from **pollution conditions** that result from **covered operations** performed by the **insured** or any entity for which the **insured** is legally liable.
- b. **Loss** resulting from an emergency situation arising from **pollution conditions** that result from **covered operations** performed by the insured or any entity for which the **insured** is legally liable.

It is a condition precedent to our liability under this policy that:

- a. the **covered operations** that resulted in the **claim** commence on or after the retroactive date, if any, shown in item 5 of the Schedule and before the end of the policy period; and
- b. the claim for loss is first made against any insured during the policy period and the **insured** reports such **claim** to us in accordance with Section IV, CONDITIONS, 11. Duties in the Event of **Pollution Conditions** or **Claim**.

2. Insuring Agreement -- Covered Location **NOT COVERED**

We will pay on behalf of the insured those sums the insured becomes legally obligated to pay for claims, arising out of loss beyond the boundary of a covered location and caused by a pollution condition emanating from a covered location.

It is a condition precedent to our liability under this policy that;

- a. the **pollution condition** must commence on or after the retroactive date stated in Item 5 of the Schedule, and if no retroactive date is stated, then after the start of the **policy period**; and
- b. the **claim** is first made against any insured during the **policy period** and the **insured** reports such **claim** to us in accordance with Section IV, CONDITIONS, 11. Duties in the Event of **Pollution Conditions** or **Claim**.

3. Insuring Agreement -- Invasive Plant Species **NOT COVERED**

We will pay on behalf of the insured those sums the insured becomes legally obligated to pay for Loss resulting from the spread of invasive plant species resulting from covered operations performed by the insured or any entity for which the insured is legally liable.

It is a condition precedent to our liability under this policy that:

- a. the **covered operations** that resulted in the **claim** commence on or after the retroactive date, if any, shown in item 5 of the Schedule, and if no retroactive date is stated, then after the start of the **policy period** and before the end of the **policy period**; and
- b. the **claim** for **loss** is first made against any **insured** during the **policy period** and the **insured** reports such **claim** to us in accordance with Section IV, CONDITIONS, 11. Duties in the Event of **Pollution Conditions** or **Claim**.

4. Investigation, Defense and Settlement

Investigation and Defense

We will have the right and the duty to defend the **insured** against any **claim** seeking those sums to which this insurance applies. We may at our discretion investigate any incident, circumstance, event regardless of whether any **claim** has been made. With respect to any **claim** we defend, subject to the **limit of insurance**, we will pay **defense expense** for the investigation, contest, defense or appeal of a specific **claim**. In the event that the **limit of insurance** has been exhausted then our right and duty to defend any **claim** will cease. Any payment of **defense expense** will erode the **limit of insurance**.

Consent to Settle

We shall not settle any claim, without the consent of the insured to which the offer is made. If, however, that **insured** refuses to consent to any settlement recommended by us and elects to contest the **claim** or continue any legal proceedings in connection with such **claim**, subject to the **limit of insurance**, our liability for **Loss** shall not exceed the amount for which the **claim** could have been settled plus **defense expense** incurred up to the date of such refusal, less the **deductible** or the outstanding **deductible** balance. Any payment of **defense expense** will erode the **limit of insurance**.

Independent Counsel

If, by mutual agreement or by law, the **insured** is entitled to select defense counsel to defend any claim at our expense, the legal fees and all other litigation expenses we must pay to that counsel are limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of similar **claims** in the community where the claim arose or is being defended. We will have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending claims similar to the one pending against the **insured**, and to require such counsel to have errors and omissions insurance coverage. The **insured** agrees that such independent counsel will timely respond to our requests for information regarding any **claim**.

SECTION II – DEFINITIONS

1. **Bodily injury** means physical injury, sickness, disease, or mental anguish or emotional distress sustained by any person other than the **insured** including death resulting therefrom.
2. **Cargo** means waste, products or materials, associated with **covered operations** and carried or delivered on or within any vehicle by or on behalf of the **insured**.
3. **Claim** means a written demand received by the insured seeking a remedy or asserting liability or responsibility on the part of the insured for loss. **Claim** also includes:
 - a. Civil proceedings in which liability for loss to which this insurance applies is alleged; or
 - b. An arbitration proceeding in which such liability for loss is claimed and to which the **insured** must submit or does submit with our consent; or
 - c. Any other alternative dispute resolution proceeding in which such liability for loss is claimed and to which the **insured** submits with our consent.
4. **Clean-up costs** means costs, charges and expenses, including reasonable and necessary legal expense incurred with our written consent (such consent not to be unreasonably withheld or delayed), to investigate, neutralize, remove, remediate, monitor and dispose of **pollutants** to the extent required by environmental laws, or that have actually been incurred by any governmental entity duly acting under the authority of **environmental laws**, or that have actually been incurred by third parties where required by **environmental laws**.

Clean-up costs shall also include;

 - a. **restoration costs**; or
 - b. **mitigation expenses**; or
 - c. **Environmental damage expense**.
5. **Covered location** means any location designated in Item 6b of the Schedule.
6. **Covered operations** means those operations stated in Item 6a of the Schedule.
7. **Deductible** means the deductible amount shown in Item 4 of the Schedule
8. **Defense expense** means fees charged by any lawyer designated by us; and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim**, if authorized by us, (such authorization not to be unreasonably withheld or delayed) but without any obligation on our part to appeal a **claim**. **Defense expense** shall not include your internal expenses or the salaries of our employees.
9. **Each Incident Limit** is the amount stated in Item 3 of the Schedule applied in accordance with Section V, LIMITS OF LIABILITY AND DEDUCTIBLE hereof.
10. **Emergency situation** means an unplanned and unexpected event following which the **insured** has a legal duty to take immediate action to reduce, mitigate, remediate or prevent any further incident, **claim**, or further **loss** under this policy.

11. Environmental damage means the measurable;

- a. adverse change to water, land, protected species or natural habitats; or
- b. impairment of a natural resource service caused by an emission, event, incident or activity; and

for which you are legally responsible under European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

12. Environmental damage expense means reasonable and necessary costs, charges and expenses:

- a. to investigate, neutralize, remove, remediate (including associated monitoring) monitor or dispose of **pollutants** that have caused **environmental damage**; and or
- b. to undertake Primary, Compensatory or Complementary Remediation required under the European Union Directive 2004/35/CE as a result of **environmental damage** caused by a **pollution condition**.

Primary, Compensatory or Complementary Remediation are as defined by the European Union Directive 2004/35/CE on environmental liability and/or any equivalent local legislation.

13. Environmental laws means any applicable European Community directive, regulation or decision, any national statute, statutory instrument, regulation, by-law, rule, regulation, ordinance, circular or guidance provided that they have the force of law, or any notice, order, request or instruction of any national or local governmental or statutory authority, agency, court or like entity.

14. Insured means:

- a. the **named insured**;
- b. any person(s) or organization(s) named as an insured in the Item 1b of the Schedule or any endorsement attached to this policy;
- c. any past or present director, officer, partner, or employee of each insured as identified in a., and b. above, including a temporary or leased employee, while acting within the scope of his or her duties as such;

15. Insured contract means;

- a. that part of any written contract or agreement pertaining to **covered operations** under which the **insured** assumes the tort liability of another party to pay for **bodily injury, property damage or clean-up expense** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
- b. a contract or agreement designated in an Insured Contract Endorsement to this Policy.

16. Insured's product means;

- a. any goods or products sold, supplied, manufactured, constructed, assembled, altered, repaired, serviced, treated, handled, distributed or disposed of by the **insured**, others trading under the **insured's** name, or a person or organization whose business or assets are acquired by the **insured**; including materials, parts, equipment, containers, packaging or labelling equipment furnished in connection with such goods or products; and
- b. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured's** product; and the providing of or failure to provide warnings or instructions; but
- c. does not include property rented to or located for the use of others but not sold.

17. **Invasive Plant Species** means plant species including but not limited to Japanese Knotweed, Himalayan Balsam and Giant Hogweed, that are not native to a specific location, and have spread to the extent that they have caused damage or **environmental damage**.

18. **Limit of Insurance** means the amount or amounts specified in Item 3 of the Schedule and applied in accordance with Section V LIMITS OF LIABILITY AND DEDUCTIBLE hereof.

19. **Loss** means:

- a. **third party damages expense**;
- b. **Clean-up costs**; or
- c. **Environmental damage expense**; or
- d. **Defense expense**.

20. **Mediation** means the non-binding intervention of a neutral third-party to effect settlement of a **claim**.

21. **Mitigation expense** means reasonable and necessary costs incurred to mitigate a **pollution condition** constituting an **emergency situation** whereby in the absence of such mitigation:

- a. **third party damages expense** will occur;

or

- b. **Environmental damage** will occur; or

- c. pursuant to **environmental laws**, **clean-up costs** will be incurred.

Mitigation expense does not include costs associated with capital improvements, betterment, or routine maintenance.

22. **Named insured** means the person or entity named in Item 1a of the Schedule of this policy.

23. **Nuisance** includes statutory, public or private nuisance arising from a **pollution condition**.

24. **Policy Aggregate Limit** is the amount stated in Item 3d of the Schedule applied in accordance with Section V LIMITS OF LIABILITY AND DEDUCTIBLE hereof.

25. **Policy period** means the period set forth in Item 2 of the Schedule, or any shorter period arising as a result of cancellation of this Policy.

26. **Pollutants** means any solid, liquid, gaseous, thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

27. **Pollution condition** means an emission, discharge, dispersal, release or escape of **pollutants**, provided such are not naturally occurring. The entirety of any such emission, discharge, dispersal, release or escape or any series of continuous, repeated, or related emissions, discharges, dispersal, releases or escapes shall be deemed to be one **pollution condition**.

28. **Property damage** means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use and diminution in value of that property, or
- b. Loss of use, but not diminution in value, of tangible property that is not physically injured. For the avoidance of doubt this includes loss of, or interference with, amenity or enjoyment of property.

Property damage does not include **clean-up costs** or **environmental damage**.

29. **Responsible insured** means:

- a. an officer, director or partner of any **insured**; or
- b. the manager or supervisor of any insured responsible for environmental affairs, control or compliance.

30. **Restoration costs** means reasonable and necessary costs incurred by the **insured** with our consent, which shall not be unreasonably withheld or delayed, to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring clean-up costs.

Restoration Costs shall also include the reasonable and necessary costs that you incur with our approval, which we will not unreasonably withhold or delay, to restore, repair or replace your buildings or facilities damaged during work performed in the course of incurring **clean-up costs**, to a standard which aims to reduce their impact upon the environment, and the costs of such environmental works shall not to exceed 15 % of the total Restoration Costs for any one occurrence but in any event costs of such environmental works shall not exceed DKK 1,000,000 in the aggregate, such limit to be within and part of the Policy Aggregate Limit. Such environmental works may include but are not limited to;

- i. using sustainable construction materials;
- ii. modifying design and/or materials in order to reduce atmospheric emissions or improve energy efficiency

Restoration Costs shall not include;

- a. any cost associated with the regular maintenance, betterment, or upgrade or improvement of your own or leased equipment structures or facilities (but excluding any environmental works outlined above);
- b. the replacement of any equipment, buildings or facilities that were not damaged by the work performed in the course of incurring **clean-up costs**;
- c. restoration, repair or replacement costs exceeding the net present value of your equipment structures or facilities immediately prior to incurring **clean-up costs**;
- d. **Defense Expense**

31. Terrorism shall (if no other definition is stated in the schedule) mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organization(s), whether acting alone, on behalf of, or in concert with any other body, organization, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organization or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

Terrorism includes but shall not be limited to:

- a. the use of violence against any person;
 - b. the causing of loss of, or damage to, property;
 - c. acts which endanger a person's life;
 - d. acts involving the use of biological or chemical materials or weapons, or any nuclear device, nuclear material, or radioactive substance;
 - e. acts which create a risk to the health of an individual, the public, or any section of the public;
 - f. acts designed or intended to interfere with, disrupt, or cause the malfunction of, any electronic or mechanical equipment.
- 32. Third party damages expense** means monetary awards or settlements of compensatory damages arising out of **bodily injury, property damage** or **nuisance** to a third party and where allowable by law, aggravated, exemplary, or multiple damages for such **bodily injury, nuisance** and **property damage**.
- 33. Underground storage tank system** means a tank or tanks used to contain petroleum or chemical products, which has at least ten (10) percent of its volume beneath the surface of the ground, including any connected underground piping, underground ancillary equipment and containment system.
- 34. Vehicle** means any road vehicle, trailer or semitrailer, locomotive, rolling stock, watercraft, or aircraft including any attached machinery or equipment.

SECTION III -- EXCLUSIONS

This insurance does not apply to:

1. Asbestos and Lead Based Paint

Loss arising from the actual or alleged presence of or exposure to lead based paint or asbestos, asbestos* containing material, asbestos-based products, asbestos fibres, asbestos dust or asbestos waste. This exclusion shall not apply to;

- i. The unintentional and unforeseen release of cement bound asbestos containing materials in the course of performing **Covered operations**; or
- ii. Liability of the **insured** for any claim based upon or arising out of **covered operations** undertaken by specialist licensed asbestos abatement removal contractors for the removal, encapsulation or disposal of asbestos containing materials at a job site.

2. Contractual Liability

Loss arising from the **insured's** assumption of liability in a contract. This exclusion does not apply to liability for **loss** that the **insured** would have in the absence of the contract; or assumed in a contract that is an **insured** contract.

3. Liability arising from the Insureds Product

Loss arising from the **insured's** product. For the avoidance of doubt, this exclusion does not apply to claims for **clean-up costs** of the **insured's** product arising out of a **pollution condition** generated by **covered operations**.

4. Deliberate Acts or Omissions

Loss arising from a deliberate or willful act or omission of any **responsible insured** where the **responsible insured** either intends to cause **environmental damage, bodily injury, property damage** or a **pollution condition**, or is reckless as to whether **environmental damage, bodily injury, or property damage** or a **pollution condition** is caused.

5. Employers Liability

Loss arising from **bodily injury** to:

- a. An employee of an **insured** arising out of and in the course of employment by the **insured** or performing duties related to the **covered operations**; or
- b. Any person who's right to assert a claim against the **insured** arises by reason of any employment blood, marital or other relationship with the employee.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Fines and Penalties

Loss arising from criminal fines, criminal penalties, punitive or liquidated damages or contractual penalties

7. Invasive Plant Species (Use of Unqualified Contractors)

loss arising from the management, removal or remediation of **Invasive Plant Species** undertaken by contractors which are not qualified to undertake such work. For the avoidance of doubt, qualified contractors are considered to be those who are members of INNSEA (Invasive Non-Native Specialists Association) or equivalent.

8. Property Damage to Vehicles and Cargo

Loss arising from **property damage** to any **vehicle** or any **cargo**.

9. Radioactive Matter

Loss arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter, whether naturally occurring or otherwise.

10. Related or Affiliated Entities

Loss arising from any **insured's** involvement in **covered operations** performed by or on behalf of any business enterprise not named in the Schedule that wholly or partly owns the insured or which to any extent controls, operates, or manages the **insured**, or that is wholly or partly owned by an **insured**, or in which an **insured** is an officer, partner or employee, or which is to any extent controlled, operated, or managed by the **insured**.

11. Relinquishment of Control

Loss arising from **pollution conditions** at any covered location which commence subsequent to the time such **covered location** is sold, leased, given away, abandoned or operational control has been relinquished by an **insured**.

12. Separately insured projects

Loss arising out of **covered operations** performed by or on behalf of the **insured** in connection with a specific project for which specific Contractors Pollution Liability insurance has purchased by, on behalf of, or for the **insured**.

13. Territory & Sanctions

Loss or claim where cover under this policy would be prohibited by any applicable law or regulation including economic or trade sanctions. We shall have no liability to pay any claim or provide any benefit under the policy where to do so would be a breach of any applicable economic or trade sanctions or other law or regulation. If payment of an otherwise valid and collectible claim under the policy would be in breach of applicable economic or trade sanctions or other law or regulation, such payment will only be due if an appropriate license permitting such payment is obtained. For any such time as it is reasonably likely that such a license will be obtained, such payment funds will be held in escrow for the benefit of the **Insured** or claimant as applicable until the requisite license is obtained.

14. War and Terrorism

Loss arising directly or indirectly in consequence of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, **terrorism**, military or usurped power, confiscation or requisition by any competent authority, or nationalization.

15. Wrongful Delivery

Loss arising from the delivery of any cargo into a wrong receptacle, or to a wrong address, or the erroneous delivery of one **cargo** for another.

SECTION IV -- CONDITIONS

1. Acknowledgment of Shared Limits

By acceptance of this policy, all insureds understand, agree, and acknowledge that the policy contains a policy aggregate limit, coverage aggregate limit and each incident limit that are applicable to, and will be shared by, the named insured and all other insureds who are or may become insured under this policy. As such, the named insured and all other insureds understand and agree that prior to notifying a claim, the policy aggregate limit, coverage aggregate limit or each incident limit may be exhausted or reduced by prior payments for other claims under the policy.

2. Alternative Dispute Resolution

If any dispute arises in relation to this Policy, it shall be resolved as follows:

- a. The parties will initially try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.
 - i. To start mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR).
 - ii. No later than 28 days after service of the ADR notice the parties shall start the mediation.
 - iii. If the dispute cannot be resolved by mediation, the dispute shall be referred to arbitration in London by a tribunal of three arbitrators, under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996.
- b. in relation to any dispute about the payment and recovery of any premium, additional premium, and/or the Deductible (including whether any such sums are due under the terms of this Policy):
 - i. we may commence proceedings at our own discretion in any competent court in England and Wales ; and
 - ii. the insured agrees to submit irrevocably to such jurisdiction as set out above, and to waive any objection to it on any ground.

3. Assignment

This policy and any rights contained within it may not be assigned without our prior written consent. Such consent will not be unreasonably withheld or delayed.

4. Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insureds** estate will not relieve us of our obligations under this policy.

5. Bona Fide Sub-Contractors

When the **insured** enters into any form of contract with a bona-fide sub-contractor the insured will obtain written evidence that the bona-fide sub-contractor has affected Public Liability insurance.

6. Cancellation

- a. The **named insured** may cancel this policy by mailing or delivering to us advance written notice of cancellation. The date of communication will be the effective date of cancellation. The premium will be deemed 50% earned on inception and 50% earned over the policy period. The cancellation will be effective even if we have not made or offered a refund.
- b. Other than our cancellation rights under the Misrepresentation and Non-disclosure and Fraudulent Claims conditions, we may cancel this policy only for non-payment of premium by the named insured by mailing or delivering to the named insured written notice of cancellation at least 10 days before the effective date of cancellation. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date and no Extended Reporting Period will apply. Where no notice of cancellation has been given and/ or a claim is suffered before the effective date of cancellation, we reserve the right to deduct the amount of unpaid premium from the amount payable in respect of the claim.
- c. Proof of mailing will be sufficient proof of notice.

7. Changes

This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

8. Choice of Law and Jurisdiction

This policy including all terms, exclusions, conditions and endorsements or limitations contained herein is subject to the law and jurisdiction of Denmark.

9. Contracts (Rights against Third Parties) Act 1999

A party who is not an **insured** under this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999, or any subsequent legislation amending or replacing such Act, to enforce any term of this Policy but this shall not affect any right or remedy available to a third party, which exists or is available separately from that Act.

10. Other Insurance

Where other insurance may be available for **loss** covered under this policy, the **insured** shall promptly provide us with copies of such policies. If other valid and collectible insurance is available to the **insured** for loss we cover under this policy, our obligations are limited as follows:

Primary Insurance

This insurance is primary, and our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Method of Sharing described below.

Method of Sharing

If all of the other insurance permits contribution of equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

11. Duties in the Event of Pollution

Conditions or Claim

a. It is a condition precedent to our liability under this policy that the responsible insured shall notify us in writing as soon as practicable but in no event later than the end of the policy period in which the claim is received of any pollution conditions which may result in a claim. To the extent possible, such written notification should include:

1. How, when and where the **pollution conditions** took place;
2. The names and addresses of any injured persons and witnesses; and
3. The nature and location of any injury or damage arising out of the **pollution conditions**.

All **pollution conditions** reported to us in accordance with this provision shall be subject to the Extended Reporting Period provisions outlined in Section VI of this policy. Notice of a **pollution condition** is not notice of a claim.

b. If a claim is received by a **responsible insured**, that insured must:

1. Record the specifics of the claim and the date received; and
2. Ensure that we receive written notice of the **claim** as soon as practicable, but in no event later than the end of the policy period in which the claim is received.

c. A responsible insured in receipt of a claim must:

1. send us copies of any demands, notices, summonses, claim forms or legal papers received in connection with the claim as soon as practicable, but in no event later than the end of the policy period in which the claim is received;
2. Authorize us (such authorization not to be unreasonably withheld or delayed), to obtain records and other information;
3. Cooperate with us in the investigation, settlement or defense of the claim;
4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and
5. Take all available practical steps to mitigate, reduce, or avoid loss.

d. Written notice of **pollution conditions** or **claims must** be sent to the Insurers claims department

By email:

- e. The **insured** shall have the duty to incur mitigation expense to, where practicably possible, reduce, mitigate or prevent any claim or further loss under this policy.
- f. The **insured** shall have the duty to clean up **pollution conditions** and remediate **Environmental damage** to the extent required by environmental laws. We shall have the right but not the duty to review and approve all such actions (such approval not to be unreasonably withheld or delayed).
- g. In accordance with paragraph f above the insured shall retain competent professional(s) or contractor(s) mutually acceptable to us and the named insured. We shall have the right but not the duty to review and approve all such actions (such approval not to be unreasonably withheld or delayed). The **named insured** shall notify us of actions and measures taken pursuant to this paragraph as soon as practicable. Where such clean-up is undertaken by an **insured** on our behalf all rates will be limited to rates we would actually pay to competent professional(s) or contractor(s) that we would retain to undertake such clean up or remediation works. Any such expenses incurred by us or on our behalf will erode the limits of insurance under the, each coverage limit and the **policy aggregate limit**, subject to any deductible.

12. Representation by the Named Insured

The Named insured shown in the Schedule shall act for, and represent, all insureds for the following purposes:

- a. To pay all premiums and deductibles when due and be the payee for any return premiums we pay; and
- b. To give written notice of any pollution conditions or claim in accordance with the policy; and
- c. To give and receive notice of cancellation and non-renewal; and
- d. To request changes made to the policy and to receive and accept any endorsements to this policy; and
- e. To report changes in scope or nature of covered operations to us; and
- f. To report material changes in operations at any covered location to us.

13. Fraud or Fraudulent Claims

In the event of a fraudulent claim by you or anyone acting on your behalf, we are not liable to pay the claim and may recover from you any sums paid in respect of the claim. In addition, we may cancel the Policy from the date of the fraudulent act (we need not return any of the premium paid) and recover from you any benefit which you have received under this Policy after such fraudulent act.

It shall be for us to demonstrate that a claim has been made fraudulently by you and/or that a fraudulent act has taken place.

In the event of a fraudulent act by one **insured**, the terms of this condition shall apply to that **insured** only.

14. Good Repair and Compliance

The insured shall maintain;

- a. the job site at which covered operations are undertaken, and all related works, machinery and plant; and
- b. the covered location(s)

in good repair and will comply with all statutory obligations and regulations.

15. Inspections and Surveys

We have the right but are not obligated to make inspections, audits, surveys or reports on the conditions we find and recommend changes at any time. Any inspections, surveys, audits, reports or recommendations relate only to insurability of the risk and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor do we warrant that conditions are safe or healthful; or comply with laws, regulations, codes or standards. This condition applies not only to us, but also to our representatives who conduct such inspections, surveys and reports for us.

16. Our Rights in the Event of Pollution Conditions

We shall have the right but not the duty to clean-up or mitigate a **pollution condition** upon receiving written notice as provided in Section IV CONDITIONS, paragraph 11, of this policy.

Any sums expended by us under the preceding paragraph will be deemed incurred or expended by the **insured** shall be subject to the applicable **deductible** and shall reduce the **limit of insurance**.

17. Misrepresentation and Non-disclosure

In the event of misrepresentation or non-disclosure by deliberate or reckless act or omission of any fact material to the risk insured, we may avoid this Policy and need not return any of the premium paid. In addition, any claims monies paid by us under this Policy shall immediately be repaid to us. Where the deliberate or reckless misrepresentation or non-disclosure was made in relation to a variation to this Policy, we may treat this Policy as having been terminated with effect from the time that the variation was made and need not return any of the premium paid. In addition, any claims monies paid by us in respect of claims occurring after the variation was made shall immediately be repaid to us.

It is for us to demonstrate that such act or omission by you is deliberate or reckless.

Our rights in the event of misrepresentation or non-disclosure (other than by deliberate or reckless act or omission) are limited to the right to reduce the claim(s) payment(s) proportionately in accordance with the Insurance Act 2015 and/or apply additional terms from the date of such act or omission, which could reasonably have been demanded had such misrepresentation or non-disclosure not occurred.

However, if we can show that had the breach not occurred we would not have entered into this Policy or, if applicable, into a variation of this Policy, on any terms or any premium, we may avoid this Policy, or such variation of the Policy, from the date of the breach and shall promptly return to you the premium received for this Policy, or such variation of this Policy, as at the date of the breach. Any claim monies paid by us under this Policy, or such variation of this Policy, shall be promptly repaid by you to us.

In the event of misrepresentation or non-disclosure by one **insured**, the terms of this condition shall apply to that **insured** only. Notwithstanding the foregoing, this condition shall not apply to any **insured** that is a parent, subsidiary or affiliate of the other **insured**.

18. Separation of Insureds

Except with respect to the limit of insurance, and Section IV CONDITIONS, paragraph 6 Cancellation, and any rights or duties specifically assigned to the **named insured**, this insurance applies: (1) as if each **insured** were the only **insured**; and (2) separately to each **insured** against whom a claim is made.

Where there are multiple insureds on the policy, any **claim** by one **Insured** against any other **Insured** shall be treated as though the party so claiming is a third party to this policy, although this does not serve to increase the **limits of insurance** provided under this policy.

Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this policy by one **insured** shall not prejudice another **insured** under this policy. Notwithstanding the foregoing, this condition shall not apply to any **insured** that is a parent, subsidiary or affiliate of the named insured.

19. Transfer of Duties When a Limit of Insurance is Used Up

- a. When a **limit of insurance** has actually been used up in payment of loss:
 - i. We will notify the **named insured** and any **insured** against whom a **claim** is pending, in writing, as soon as practicable, that:
 - a. Such limit has actually been used up; and
 - b. Our duty to defend **claims** subject to that limit has also ended.
 - ii. The **named insured** and any **insured** against whom a claim is pending will, as soon as practical, arrange for the transfer of control of the defense of all such claims against any **insured**.
 - iii. We will assist in, and all **insureds** must cooperate in, the transfer of control of the defense of all **claims** which are subject to that limit and which are reported to us before that limit is used up.
 - iv. We will take steps we deem appropriate to avoid a default in or continue the defense of such claims until the transfer is completed, provided the appropriate **insured** is cooperating in completing such transfer. The **named insured** and any **insured** against whom a **claim** is pending will reimburse us for any expenses we incur (for which expenses each **named insured** and each **insured** against whom a **claim** is pending are jointly and severally liable) in taking such steps on and after the date on which the applicable limit of insurance is used up.
 - v. We will take no action whatsoever with respect to any **claim** reported to us after the applicable limit **of insurance has** been used up.
- b. The duty to reimburse us will begin on the date the applicable **limit of insurance** is used up. The exhaustion of any limit of insurance by the payment of loss and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

20. Transfer of Rights of Recovery Against Others to Us

In the event of any payment under this policy, we shall be subrogated to all of the **insureds** rights of recovery therefore against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including without limitation, assignment of the **insured's** rights against any person or organization on account of which we made any payment under this Policy. The insured shall do nothing to prejudice our rights under this paragraph. Any recovery as a result of subrogation proceedings arising out of the payment of **loss** covered under this Policy shall accrue first to the **insured** to the extent of any payments in excess of the **limit of insurance**; then to us to the extent of our payment under the Policy; and then to the **insured** to the extent of your **deductible**. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

21. Voluntary Payments

Except for **mitigation expense**, no **insured** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent (such consent not to be unreasonably withheld or delayed).

SECTION V— LIMITS OF LIABILITY AND DEDUCTIBLE

The **limit of insurance** shown in Item 3 of the Schedule and the rules below fix the most we will pay regardless of the number of insureds, **pollution conditions**, claims made, cases of the spread of **Invasive Plant Species** from **covered operations**; or persons or organizations making **claims**.

The **limit of insurance** shall apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof. If the **policy period** is extended after policy issuance, the additional period will be deemed part of the last preceding period for the purposes of determining the **limit of insurance**.

1. Policy Aggregate limit

The **policy aggregate limit** stated in Item 3d of the Schedule is the most we will pay for the sum of all **loss** covered under this policy.

2. Each Incident Limit

Subject to the **policy aggregate limit** and applicable **coverage aggregate limit**, the applicable **each incident limit** stated in Item 3a, 3b or 3c of the Schedule is the most we will pay for all loss arising from a single **pollution condition** under the relevant Insuring Agreement 1 or 2, or spread of Invasive Plant Species from covered operations, under Insuring Agreement 3.

3. Coverage aggregate limit

Subject to the **policy aggregate limit**, the applicable **coverage aggregate limit** stated in the Schedule is the most we will pay for the sum of all **loss** under the relevant Insuring Agreement 1, 2 or 3.

4. Multiple Policy Periods, Multiple Claims

- a. When we, or an affiliate, have issued one or more policies to the insured on a successive basis providing coverage substantially the same as this policy and a **claims for loss** is first made against the **insured** and reported to us in writing in accordance with the terms and conditions of this policy, all claims arising out of the same, related or continuous **pollution condition**, or the spread of **Invasive Plant Species** from **covered operations**, shall be deemed to have been first made and reported during this policy period, provided that the insured has maintained insurance substantially the same as this coverage with us or an affiliate on a continuous, uninterrupted basis since the first such claim for loss was made against the **insured**, and reported to us. All such **claims will** be subject to terms, conditions and the **limit of insurance** of this policy.
- b. All **claims for loss** first made against an **insured** and reported to us during the **policy period** and arising out of the same, related or continuous **pollution condition** shall be deemed to be a single **claim and** shall be deemed to have been made at the time the first of those **claims** is made.

5. Deductible

Our obligation to make payments under this insurance for loss is excess of the **deductible** amount stated in Item 4 of the Schedule of this policy.

We may advance payment of part or all of the **deductible** and, upon notification of such payment made, the **named insured** shall promptly reimburse us within thirty (30) days. The **named insured** is responsible for the payment of all **deductible** amounts on behalf of all persons or organizations insured. Payment of loss within the **deductible** will not create any obligations or be construed as a waiver or estoppel of our rights under the policy.

The **deductible** amount applies to all **loss** arising from the same, related, or continuous **pollution conditions** and/or the spread of **Invasive Plant Species** from **covered operations**.

6. Mediation

If we agree with the **named insured** to utilize **mediation** as a means to resolve a **claim** made against the **insured**, prior to legal proceedings being instigated, and if such **claim** is resolved as a direct result of and during such **mediation**, the **deductible** obligation stated in Item 4 of the schedule shall be reduced by 50 % subject to a maximum reduction of DKK 50,000. We shall reimburse the **named insured** for any such

reimbursable **deductible** payment made prior to the **mediation** as soon as practical after the conclusion of such **mediation**.