

General Conditions of Contract and Definitions-Explanations AB-DF:9

| General Conditions — Valid from 2011-07-01

Det handlar om att vara trygg

Moderna

General Conditions of Contract and Definitions-Explanations (AB-DF):9

This being a translation, the original Swedish wording 'Allmänna avtalsbestämmelser och Definitioner-Förklaringar AB-DF 9' shall always prevail.

Insurer:

Moderna Försäkringar • Birger Jarlsgatan 43 • Box 7830 • SE-103 98 Stockholm • +46 (0)200-22 23 24 • www.modernaforsakringar.se

Swedish Companies Registration Office • Corp. ID no. 516403-8662 • branch of Tryg Forsikring A/S • Danish Commerce and Companies Agency • CVR no. 24260666 Klausdalsbrovej 601 • DK 2750 Ballerup, Denmark

These insurance conditions constitute part of the insurance contract between the *Policyholder* and Moderna Försäkringar (hereafter referred to as 'Moderna').

The scope of the insurance is shown in the insurance contract, which comprises

- the *insurance policy* or insurance certificate, including specifications and special conditions
- these conditions – the General Conditions of Contract (AB-DF)
- The Insurance Contracts Act (2005:104, FAL)
- other Swedish law

The *insurance policy* or insurance certificate, including specifications and the insurance conditions ascribed, applies with priority over non-mandatory statutory rules. If the various parts of the insurance contract contain conflicting provisions, priority of interpretation shall apply in the order shown above, though always in such a way that special rules take preference over general rules.

All conditions are arranged according to a common system, which means that numbering is not always consecutive.

Italics are used when words, expressions or terms are explained in the following Chapters: 'Definitions - Explanations of General Conditions of Contract' and 'Definitions - Explanations (AB-DF)'.

General Conditions of Contract and.....	2
Definitions-Explanations (AB-DF):9.....	2
XX General Conditions of Contract	3
32. Insurance contract.....	3
33. Premium payment.....	3
34. Notice of cancellation or amendment of the insurance contract prematurely.....	4
35. Duty to inform (duty of disclosure) and increased risk.....	4
38. Safety regulations and consequences of non-observance.....	5
39. General exclusions	6
41. Measures in the event of loss	7
42. Loss adjustment provisions and time limit.....	8
43. Date of payment of indemnity	11
44. Personal Data Act (PuL).....	11
45. Double insurance.....	11
46. Force Majeure.....	11
47. Right of recourse.....	12
48. Insurance Contracts Act, etc.	12
Definitions–Explanations	13

XX General Conditions of Contract

32. Insurance contract

32.1 Policy period

The policy period starts at 00.00 hours on the day of inception and shall be one year unless otherwise stated in the policy. However, if the insurance is taken out on the inception day, the policy period starts when the insurance contract is signed.

32.2 Renewal of the insurance contract

If either party does not wish to renew the insurance, the other party shall be notified no later than 30 days prior to the end of the policy period. If this notification is given later, the policy shall be extended by the number of days corresponding to the delay in receiving notification.

If a higher premium is payable or an amendment has been made to the terms and conditions of the renewal policy, Moderna shall issue notification thereof no later than when the premium invoice is sent out.

33. Premium payment

33.1 First premium

The premium shall be paid in advance. Moderna's liability commences at the beginning of the insurance period, even if the premium has not yet been paid. However, this only applies provided that the premium is paid within 14 days of the date on which Moderna sent out the premium invoice.

If the premium is not paid within this period, the payment of the premium is regarded as being in arrears and Moderna is then entitled to give notice of cancellation of the insurance. If the premium is paid later but before the insurance has been cancelled, Moderna's liability begins on the first day after payment of the premium.

33.2 Renewal premium

The premium for renewal of the insurance shall be paid no later than the inception date of the new contract. However, the premium need not be paid earlier than 30 days after Moderna has sent the premium invoice. If the premium is paid later, it is in arrears and Moderna's liability commences on the first day after payment.

33.3 Additional premium during the insurance period

If the additional premium during the insurance period is entirely due to the insurance being extended owing to a new insurance component, the provisions of Item 33.1 regarding the first premium apply to the additional premium.

If the additional premium is not otherwise paid within 14 days of Moderna dispatching the premium invoice, Moderna's liability is limited to the equivalent of the premium paid.

33.4 Premium refund when the insurance contract is prematurely terminated

Should Moderna's liability cease prematurely, the unused part of the premium shall be refunded.

For the policy period up to the expiry of the insurance contract, Moderna is entitled, after notice is given of cancellation, to receive the premium that would have been charged if the insurance had been set to apply for the shorter period from the outset.

No refunds shall be made for amounts of less than SEK 200.

34. Notice of cancellation or amendment of the insurance contract prematurely

34.1 Moderna's right to give notice of cancellation or amend the insurance contract prematurely

Moderna is entitled to give notice of cancellation or amend the insurance contract prematurely in accordance with that shown below.

34.1.1 Delay in premium payment

In the event of a delay in the payment of the first premium, Moderna is entitled to give notice of cancellation of the insurance contract. The notice of cancellation shall take effect three days after the day on which it was sent. However, if the payment of the premium is delayed to a later premium period than the first, the insurance shall only cease to apply seven days after Moderna has sent a reminder about the premium's due date to the *policyholder*.

34.1.1.1 Reminder charge

A charge of SEK 75 per reminder shall be made for payment reminders.

34.1.2 Disregard of obligation/change in circumstances

Moderna is entitled to give notice for the insurance to cease prior to the end of the insurance period if

- the *policyholder* or the insured have significantly disregarded their obligations in relation to Moderna (see Item 35.1)
- a circumstance of significant importance to the risk that is stated in the conditions has been changed in a way that Moderna cannot be assumed to have taken into account (see Item 35.2).

Notice must be given in writing and with a 14-day notice of cancellation, calculated from when Moderna issued the notice of cancellation. Notice of cancellation shall be given without unreasonable delay from when Moderna became aware of the circumstance on which it is based.

Moderna may choose to amend the insurance conditions during the term of the insurance instead of giving notice of cancellation of the insurance under the first paragraph. If such an amendment is made, it applies as stated regarding cancellation in the second paragraph.

34.2 The policyholders' right to give notice of cancellation of the insurance contract prematurely

The *policyholder* is entitled to give notice of cancellation of the insurance contract if

- Moderna materially neglects its obligations under the Insurance Contracts Act or under the insurance contract
- the need for insurance ceases completely or if any other similar circumstance of material importance to the insurance situation occurs, or
- Moderna has amended the insurance conditions on the basis of 34.1.2 third paragraph (FAL 8:6 third paragraph).

35. Duty to inform (duty of disclosure) and increased risk

35.1 Duty to inform

A party that wishes to take out business insurance shall at the request of Moderna provide information that may be relevant to the issue of whether the insurance is to be issued. The same applies if the *policyholder* asks to have the insurance extended or renewed. The *policyholder* shall provide correct and complete responses to Moderna's questions. Even without a request, the *policyholder* shall provide information about circumstances of obvious importance to the risk assessment.

During the term of the insurance the *policyholder* shall on request provide Moderna with information about circumstances as referred to in the first paragraph above.

A *policyholder* that realises that Moderna had previously received incorrect or incomplete information about circumstances of obvious importance to the risk assessment is liable to correct this information without unreasonable delay.

35.1.1 Consequences of non-observance of the duty to inform

Premiums and conditions of insurance are based on the information provided when the insurance was taken out or renewed. Moderna is released from liability for losses that have occurred if the *policyholder* has neglected its duty to inform intentionally or through carelessness, and Moderna can show that they would not have issued the insurance if the duty to inform had been complied with.

If Moderna can show that they would have issued the insurance at a higher premium or otherwise on other conditions than those agreed, Moderna's liability is limited to the level of liability corresponding to the premium paid and the conditions that should actually have applied.

If Moderna has not taken out reinsurance that it would otherwise have done, its liability shall be adjusted accordingly.

35.2 Changed conditions

If the conditions that form the basis of the insurance change and such change entails an increased risk of loss, the *policyholder* shall notify Moderna thereof.

35.2.1 Consequences in the event of increased risk and non-communication of such increase

If the change leads to an increased risk of loss and the *policyholder* has intentionally or through negligence failed to notify Moderna of this change, liability is limited in the same way as stated in Item 35.1.1.

35.3 Insurance intermediaries

The following applies when the insurance is taken out through an insurance intermediary:

35.3.1 Revocation of authorisation

If the insurance intermediary's power of attorney is revoked entirely or in part, the *policyholder* shall notify Moderna of this immediately.

35.3.2 Forwarding information

The insurance intermediary has an obligation to forward all information of importance to the insurance cover from Moderna to the *policyholder*.

35.3.3 Information provider

Personal details and information that the insurance intermediary provides to Moderna is deemed to have been provided by the *policyholder*.

38. Safety regulations and consequences of non-observance

'Safety regulations' refer to a regulation concerning a course of action or arrangements that are intended to prevent or limit damage or concerning certain specific qualifications for the insured or its *employees* or other assistants.

The insured, consultants or contractors engaged and *employees* affected are liable to observe the safety regulations stated in the insurance contract issued by Moderna with the aim of preventing or limiting a loss.

38.1 General rules

In addition to the directions contained in these conditions, the insured shall comply with

- the directions referred to in the *insurance policy*, in the general conditions or in the special conditions
- the Swedish Insurance Federation's technical recommendations FTR; see www.forsakringsforbundet.com
- the directions issued by manufacturers, suppliers, inspectors or equivalent aimed at preventing or limiting a loss
- the regulations – including applicable rules on procedures – which have been issued in law or statute with a view to preventing or limiting a loss concerning for example
 - flammable and explosive *goods* contained in the Act (1988:868) and Ordinance (2010:1075) on flammable and explosive *goods*
 - electrical installations contained in the Ordinance (1957:601) concerning electrical installations and the Ordinance (1993:1068) concerning *electrical equipment*
- other laws and ordinances applicable to the insured operation.

38.20 Consequences of disregarding safety regulations

38.20.1 Main rule

If the insured had neglected to comply with safety regulation according to Item 38 when a loss occurs, compensation from the insurance shall only be paid to the extent that it may be assumed that the loss would have occurred even if the regulation had been observed.

In the event of serious negligence, a deduction may be made of up to 100 % of the total compensation that would otherwise have been paid.

No deduction shall be made if it may be assumed that the loss would have occurred even if the regulation had been observed, or if the party that supervises observance of the regulation cannot be blamed for it having been neglected.

A deduction shall be made according to the main rule if a regulation according to Item

- 38.2.1.5 Routines for backups or 38.2.1.6 Storage of backup
- 38.4 Water and other liquid discharge
- 38.5 *Breaking and entering*
- 38.6 *Robbery and assault*
- 38.8 Transport – in the event of theft and malicious damage has not been observed.

38.20.1.1 Special consequences in respect of routines and storage of backups

In addition to the consequences according to the main rule, no compensation shall be paid for *disruption* or extra costs as a result of damage to *data media* and *computer information* if a regulation under Item 38.2.1.5 Routines for backups or Item 38.2.1.6 Storage of backups has not been observed.

38.20.2 A reduction of 30 % shall be made

A deduction of 30 % of the total compensation that would otherwise have been paid shall be made – though at least one and at most 10 *price base amounts* – if a regulation under Item 38.3.10 'Hot Work that presents a fire hazard' is not observed.

This deduction may be reduced or not made at all if it may be assumed that the loss would have occurred even if the regulation had been observed, or if the party that supervises observance of the regulation cannot be blamed for it having been neglected, or if there are special reasons considering the nature of the neglect or other circumstances.

38.20.3 A reduction of 20 % shall be made

A deduction of 20 % of the total compensation that would otherwise have been paid shall be made – though at least one and at most 10 *price base amounts* – if a regulation other than those stated under Item 38.20.1 and Item 38.20.2 is not observed.

This deduction may be reduced or not made at all if it may be assumed that the loss would have occurred even if the regulation had been observed, or if the party that supervises observance of the regulation cannot be blamed for it having been neglected, or if there are special reasons considering the nature of the neglect or other circumstances.

39. General exclusions

39.1 Nuclear process and radiation damage

Indemnity is not paid for a loss, whose origin or extent is connected with a nuclear process or radiation from products containing radioactive material.

39.2 War, terrorism or insurrection

Indemnity is not paid for a loss, whose origin or extent was directly or indirectly caused by or is connected with war, an event similar to war, civil war, revolution, rebellion, riot, *terrorism*, sabotage or action of a person who has unlawfully seized power.

39.3 Gross negligence, intent and foreseeable loss

Moderna is not liable to the insured for loss caused by the latter as a result of gross negligence or partially caused with intent. The same applies if the insured otherwise must be assumed to have acted or failed to act in the knowledge that this would entail a considerable risk that the loss would occur. However, compensation shall be paid if the insured can demonstrate that the insured was unaware of and nor ought to have been aware of the risk of loss.

39.4 Loss for which someone else is liable

If the supplier, contractor or other party is obliged under a contractual agreement to indemnify damage to insured property, Moderna does not cover the cost thereof. This exclusion does not apply to the extent that a supplier, contractor or other party is unable to fulfil his undertaking and this can be verified by the insured.

If the insured is the manufacturer or seller of the insured property, indemnity is not paid for loss of this property if the loss would have been covered by a guarantee on sale or delivery which is customary in the line of business concerned.

39.5 Date error in a computer function

This insurance does not cover damage, cost, liability for damages, other liabilities or disputes that have been caused directly or indirectly by or are related to a *date error in computer function*.

This exclusion shall not apply to property and loss of profit (business interruption) insurance in the event of *fire, explosion* or for damage caused by aircraft that have crashed or objects that have fallen out of aircraft.

39.6 Dam breach

Indemnity is not paid for loss or damages as a consequence of the breach of a hydroelectric dam or regulating dam for electricity generation.

39.7 Volcanic eruption

Indemnity is not paid for loss owing to volcanic eruption.

41. Measures in the event of loss

41.1 Salvage obligations

The insured shall to the best of his ability

- avert losses which it may be feared are imminent
- limit losses that have already occurred
- as soon as possible take care of and protect damaged and undamaged property
- without delay take appropriate action, even of a provisional nature, to resume or maintain the operation of the insured business
- seek to provide *employees*, who may have been left without work as a result of the loss, with productive employment outside their normal duties.

41.1.1 Salvage obligation in connection with liability insurance

The insured shall to the best of his ability avert losses which it may be feared are about to occur and limit losses which have already occurred.

This means that

- the insured is under an obligation to limit the effects of the occurrences which may give rise to liability for damages
- the insured shall assist in maintaining any right of recourse in relation to third parties
- the directions issued by Moderna must be observed.

41.2 Consequences of disregarding salvage obligations

If the insured, intentionally or through gross negligence, has failed to observe his salvage obligations according to the above, and if this may have been injurious to Moderna, Moderna is entitled to a reasonable deduction from the indemnity which would otherwise have been paid, or to full release from payment of indemnity.

41.3 Salvage costs

Moderna indemnifies the insured's salvage costs according to Item 41.1, if they were reasonable in light of the circumstances.

41.3.1 Property insurance

In conjunction with a covered property loss, indemnity is also provided for damage arising if the insured property has been damaged, lost or stolen in conjunction with reasonable salvage measures being taken. However, indemnity is not provided if compensation can be obtained elsewhere. The sum insured constitutes the maximum amount under first-risk insurance for damage, salvage and clearance costs.

41.3.2 Loss of profit (business interruption) and loss of rent insurance

Salvage costs will be indemnified up to the amount by which the action has reduced the loss. To the extent that such cost has also been of value during the *waiting period* or after the period of liability, it will be indemnified up to the amount that can be assigned to that part of the period of liability which is not within the *waiting period*.

41.3.3 Liability insurance

However, compensation is not provided to avoid a threatened loss as a result of a defect in the product or property supplied.

Nor is indemnity provided for the cost of cleaning up the insured property or a building owned, rented or otherwise used by the insured.

42. Loss adjustment provisions and time limit

42.1 Notification of loss

A loss that may lead to a claim for indemnity or damages shall be notified as soon as possible to Moderna.

42.1.1 Police report

Cases of *breaking and entering*, *robbery*, *assault*, offences against property or other offences shall be reported to the police and a copy of the police report sent to Moderna.

42.1.2 Legal protection loss

Disputes shall be notified to Moderna as soon as possible.

42.2 Consequences of failure to observe obligation to notify losses, etc.

If the insured fails to observe his obligations pursuant the rules contained in Item 42.1, and if this may have been detrimental to Moderna, Moderna is entitled to a reasonable deduction from the indemnity that would otherwise have been paid, or to full release from payment of indemnity.

42.3 Claim for indemnity

Indemnity claims shall be presented to Moderna as soon as possible after the loss has occurred and no later than six months after the insured has become aware of the possibility of obtaining indemnity. If the claim is lodged later, Moderna is freed from liability.

42.3.1 Liability loss

A claim for damages shall be forwarded to Moderna as soon as possible after it has been received by the insured. If the claim for damages is not presented to Moderna within six months of receipt of the claim by the insured, Moderna is freed from liability.

42.3.2 Legal protection loss

Indemnity claims shall be presented to Moderna as soon as possible and no later than six months after the insured has become aware of the claim. If the claim is lodged later, Moderna is freed from the payment of indemnity.

Notes

An insured is deemed to be aware of his claim when a representative is engaged in the dispute.

42.4 Time limit

42.4.1 Time limit

A party who wishes to make a claim for insurance indemnity must institute proceedings against Moderna within three years of having become aware that the claim could be made and in any event within ten years from the earliest point at which a claim could have been made. Otherwise the right to compensation is lost.

If a claim for compensation has been presented to Moderna within the above-mentioned period, the time limit is always at least six months from when Moderna declared that they have taken a final position on the claim.

42.4.2 Order

If Moderna considers that a claim for insurance indemnity cannot be approved, Moderna is entitled to reduce the time limit under the first paragraph of Item 42.4.1 by ordering the *policyholder* to institute proceedings no later than within 6 months from the order. If the *policyholder* does not observe such order, the right to compensation is lost.

42.5 Compensation settlement rules

42.5.1 Property insurance

Moderna is entitled, instead of making a cash payment, to stipulate that the damaged property be reinstated or to provide other comparable property. Moderna is not obliged to take over damaged property, but is entitled, following valuation, to take over property either wholly or in part. If the property for which indemnity has been paid reappears, the property shall be immediately placed at the disposal of Moderna. However, the insured may retain the property if he repays the indemnity received therefore without delay.

42.5.1.2 Value added tax

When paying compensation for loss, value added tax shall be deducted in respect of the person liable to report such tax.

42.5.2 Loss of rent and loss of profit

Claims for loss of rent and loss of profit will be settled after the end of the period of liability.

The *policyholder* shall, no later than three months after the end of the period of liability, submit to Moderna a written claim for indemnity, drawn up as required by the current conditions of insurance. The *policyholder* is under an obligation to assist Moderna in the investigation of the claim by all means available.

42.5.3 Obligation to provide information

The insured is under an obligation to provide Moderna with documents and other information without delay which may be of relevance to investigating the claim.

42.5.4 Inspection of loss

Moderna has a right to have a loss inspected, to issue instructions for repair and to take care of damaged property before repairs are carried out. Should Moderna issue instructions concerning the choice of repairer or the method of repair, the insured is obliged to follow these instructions.

If the insured does not observe these provisions, Moderna's liability is limited to the cost that would have been incurred had the instructions been followed.

42.5.5 Obligation to investigate, give evidence, etc.

The insured is under an obligation, without remuneration, to perform the enquiries, analyses and examinations that are relevant to an assessment of the claim and the insured's liability and which can be performed within the scope of the insured's business. In the event of legal proceedings, the insured is also under an obligation to ensure – without remuneration – that necessary witnesses and expert evidence can be made available with the aid of staff employed by the insured.

42.5.6 Obligation to provide documents

The insured shall to a reasonable extent store documentation in the form of design drawings, manufacturing plans, programme and system tests, recipes, instructions, instructions for use, agreements, guarantees, and similar documents in such a way that they can be produced at the request of Moderna when they may be relevant to a claims investigation.

If the insured fails to observe his obligations and this can be assumed to be detrimental to Moderna, Moderna is entitled to a reasonable deduction from the indemnity that would otherwise have been paid.

42.5.7 Fraudulent information

If the insured fraudulently states, fails to disclose or conceals anything of relevance to the assessment of the claim, the compensation that would otherwise have been paid to him will be reduced according to what is reasonable considering the circumstances.

42.5.8 Police investigations and court rulings

If the loss results in a police investigation or court ruling, a police certificate, preliminary investigation record and any subsequent judgments shall be sent to Moderna.

42.5.9 Summons and litigation costs

If the insured party is summoned to court or receives information that this will happen, this must be reported to Moderna immediately. Moderna will appoint a legal representative.

If the insured does not fulfil these obligations, a judgment of liability for damages may not be adduced against Moderna, nor will litigation costs be met.

42.5.10 Amicable settlement

If the insured accepts liability, approves claims for compensation or pays compensation without Moderna's consent, Moderna is freed from liability unless the claim was obviously legally founded.

The insured is under an obligation – if Moderna so wishes – to assist in reaching an amicable settlement with the person who has suffered the loss.

Where Moderna has declared itself prepared to settle amicably with a claimant, Moderna is under no obligation to meet subsequent costs or damages or to carry out further investigation.

42.5.11 Liability limitation

If liability limitation in an agreement restricts the policyholder's obligation to pay damages and the *policyholder* waives the right to adduce liability limitation, Moderna is under no obligation to pay indemnity.

42.5.12 Mortgagees

42.5.12.1 *Lien in real estate or site leasehold rights*

Any party holding a lien in real estate or site leasehold rights is subject to the provisions of the Act concerning security rights in insurance indemnity (2005:105).

42.5.12.2 *Pledges of tangible personal property*

Any party holding a pledge of tangible personal property does not have any priority rights to insurance indemnity.

42.5.12.3 *Floating charge*

If a party with rights pursuant to a floating charge has notified Moderna of its name and address, he then has a preferential right to indemnity for loss indemnified under a fire insurance agreement in the event of loss of damage to the property covered by the floating charge.

The preferential right applies if the indemnity amount exceeds 10% of the value of the damaged property.

43. Date of payment of indemnity

43.1 Payment of indemnity

Indemnity shall be paid no later than one month after the insured has fulfilled his obligations under Item 41.

The part of the indemnity that may be due to the insured if the insured property is reinstated or replaced shall be paid no later than one month after the insured has shown that this has happened.

If an appeal has been lodged against an official ban on the re-erection of a damaged *building* and Moderna has delayed paying indemnity for this reason, indemnity shall be paid no later than one month after Moderna has learned that the appeal has not led to a reversal.

If a police investigation or judicial ruling under Item 42.5.8 is awaited, indemnity shall be paid no later than one month after Moderna has received the investigation or valuation. Interest in accordance with the Riksbank's official discount rate shall be paid for the period during which payment is consequently delayed.

43.2 Penalty interest

Penalty interest under the Interest Act shall be paid if indemnity is paid later than as stated in Item 3.1. However, no payment shall be made if the interest is less than SEK 200. On the other hand, Moderna will not pay interest accruing as a result of the insured's delay in performing his duties under the provisions of Item 42.

44. Personal Data Act (PuL)

The Personal Data Act (1998:204, PuL) shall protect individuals against violation of their personal privacy when personal data is processed. Any personal data provided to us is registered and processed by Moderna to enable us to fulfil our obligations in accordance with our contract with the client. We also use personal data as a basis for marketing, analyses, business and methodological development, together with risk management and statistics. Personal data may be released to cooperating partners and other companies within the Group. We do not sell personal data to companies. Data according to law may need to be disclosed to public authorities.

The processing of personal data will take place during the term of the agreement and payment period. Some of the basic data of the agreement will also be processed after the end of the contract period. When processing personal data, great care will be observed in order to protect personal privacy.

Moderna Försäkringar is the controller of personal data. An insured person who wishes to receive information about the personal data relating to him that is being processed, or who wishes to request rectification, can write to Moderna, PuL Officer, Box 7830, SE-103 98 Stockholm. The insured can also request that his data is not used for direct marketing. Please note that for reasons of privacy it is not possible for Moderna to search for or compile personal data in running text.

45. Double insurance

If an interest covered by this insurance is also covered by another policy and this contains a reservation against double insurance, the same reservation shall apply to both insurance policies. Liability will then be divided between the insurance policies in the manner specified in Chapter 6, Section 4 of the Insurance Contracts Act (2005:104, FAL). If a double insurance agreement applies between the insurance companies that have provided insurance for the same risk, the split must instead take place in accordance with this agreement.

46. Force Majeure

Moderna is not liable for any loss that may occur if the investigation of a claim, payment of indemnity or replacement of damaged property is delayed on account of war, warlike event, civil war, revolution or insurrection or owing to a labour dispute, confiscation or nationalisation, requisition, destruction of or damage to property by order of the government or a public authority.

The reservation relating to a labour dispute applies even if Moderna has taken or is the object of industrial action.

47. Right of recourse

Moderna assumes the right of the insured to damages as a result of the loss to the extent that the insured is covered by the *insurance policy* and has been indemnified by the company.

If the insured waives his right to indemnity from another party or from a right of recourse after a loss has occurred, Moderna's obligation to indemnify is limited to an equivalent extent and the insurance indemnity paid out shall be repaid to Moderna.

48. Insurance Contracts Act, etc.

In other respects the provision of the Insurance Contracts Act (2005:104, FAL) and other Swedish legislation apply to this insurance.

Definitions–Explanations

AB

AB in construction works insurance refers to the General Conditions of Contract for Building, Civil Engineering Works and Installation Works drawn up by the Construction Contracts Committee.

ABT

ABT refers to the General Conditions of Contract for Design and Construct Contracts for Building, Civil Engineering and Installation Works drawn up by the Construction Contracts Committee.

Accident and accidental injury

The terms *accident* and *accidental injury* are defined as bodily injury that affects the insured involuntarily through a sudden external event (external violence to the body) and which results in a doctor's appointment. Accidental injury also includes bodily injury that has arisen owing to frostbite, heatstroke or sunstroke. The day on which such injury appears is then deemed to be the point in time of the accidental injury.

Advisory service

The term *advisory service* is defined as such professional advisory services that entail the performance of an intellectual service where the result of the work comprises calculations, drawings, descriptions or instructions.

Annual turnover

The term *annual turnover* is defined as the sales value for the most recently completed financial year of sold and delivered *goods* and/or services provided, excluding VAT. If the last financial year is for a period that is longer or shorter than twelve months, this shall be proportionalised to correspond to twelve months.

Another person's property

See *Customers' property*

Approved lock unit

The term *approved lock unit* refers to certified lock units where each individual component satisfies at least the requirements of Class 3 of SS 3522, alternatively a certified padlock in combination with certified padlock housing according to a corresponding class under SSFN 014 and SSF 018. *Approved lock units* in the respective *protection class* are shown in the Security Guide issued by the Swedish Insurance Federation (SSF).

The term 'lock unit' refers to the lock housing, including locking bolts and associated locking devices (for example a cylinder or multiple tumbler lock) and fittings necessary for the function of the lock, including the striking plate for the lock housing.

As regards door locks, it is of particular importance to remember that an approved lock unit

- should only be possible to be opened and locked from both sides of the doors using a key
- shall be designed so that no parts that affect burglary protection can be dismantled from outside the door. Nor shall it be possible to dismantle such parts from the inside of the door without special tools.

Approved strong box

The term *approved strong box* is defined as unit for the storage of valuables, providing protection against *breaking and entering*, that is classified according to the standard stated in 'Teknisk information - Inbrottsskyddande förvaringsenheter' [Technical information – storage units that provide protection against burglary] issued by the Swedish Insurance Federation. Information is obtainable under 'Recommendations' on the Swedish Insurance Federation's website.

Assault

The term *assault* is defined as violence to a person.

Assembly and assembly work

The term *assembly work* is defined as the *assembly* or installation of machinery and other mechanical or *electrical equipment* for industrial activities that are added to a property and which are wholly or in part equipped for this purpose.

Construction plant and equipment (type of object)

The term *construction plant and equipment* refers to property that is not of a consumable nature and which is necessary to perform a contractual obligation in the *work site*. *Construction plant and equipment* may also include *tools*.

Avalanche

The term *avalanche* is defined as the slide of a mass of snow.

Breaking and entering/breakout

The terms *breaking and entering* or *breakout* are defined as someone unlawfully

- breaking into or out of premises by force
- getting into or out of premises using a key or code intended for the lock that has been acquired through *robbery* or by *breaking and entering* premises that satisfy the burglary *protection class* applicable in the insurance contract or a house that satisfies the duty of care requirements under Moderna's home insurance conditions

Breakout

See *Breaking and Entering*

Building (type of object)

The term *building* is defined as building and such property as belongs to the building under Section 2, Chapter 2 of the Land Code (1970:994), which reads "A building includes fixtures and **other things** with which the building has been **provided**, if **devoted to** permanent use **for** the building or part thereof, such as **a** permanent partition, lift, handrail, water pipe, heating or lighting or other thing with cocks, power plugs and other suchlike equipment, central heating boilers, heating radiators, heater, tiled stove, inner window, awning, fire extinguisher, civil defence material and key.

From the aforesaid it follows that a building, as a rule, also has the following fixtures, as the case may be:

- a dwelling:: bathtub and other sanitary installations, cooker, heating cabinet and refrigerator, together with machine for washing or mangling
- shop premises: shelf, counter and display window device
- assembly premises: platform and seating
- agricultural outbuilding: device for the feeding of livestock and installation for mechanical milking
- factory premises: air conditioning systems and fan machinery.

Spare parts and duplicates of objects referred to in subsection 1 or 2 do not belong to the building".

Oil tanks and fuel in the property intended for the heating of an insured building, are also included in the building.

Building machinery

The term *building machinery* refers to the following that belong to a *building* and that exist within the property

- water, heating, waste, ventilation, gas and electricity systems
- lifts, escalators or other devices for the carrying of people
- washing, refrigeration or freezing facilities for common use in property
- controls for a mechanically operated front door
- waste suction devices.

Building proprietor

The term *building proprietor* refers to the owner or user of real property on whose behalf *contract works* are being performed.

Cavitation

The term *cavitation* is defined as the occurrence of cavities, or bubbles, in fast-flowing fluid when the local pressure of the fluid drops to a level that is close to the vapour pressure of the fluid at the temperature in question. The cavities occurring adjacent to the surface of the material may collapse, for example, under the impact of propellers, water turbines or pipe bottlenecks. Two main types of cavitation attack may be distinguished, i.e.

- cavitation erosion, where the attack is purely mechanical
- *cavitation corrosion*, where the attack consists of simultaneous *corrosion* and cavitation erosion.

Cellar premises

The term *cellar premises* in this context is defined as premises the floor of which is wholly or partially located at least one metre below the surrounding ground level. In a *building* with a number of cellar levels, one above the other, special provisions apply only to the lowest level.

Computer

The term *computer* refers to

- computers
- data processing equipment (hardware), including internal and external units belonging thereto, for example screens, keyboards, mice, CD readers, printers, modem, scanners, data video projectors, tablets, network cables, network equipment and digital equipment such as digitalisation cameras and digital photocopiers.

Computer crime

The term *computer crime* refers to an act where a party is unlawfully afforded access to data recorded for automatic data processing or who unlawfully changes or erases or inserts in the register such recorded data and consequently infringes data secrecy or commits an offence against property according to the Swedish Penal Code. Here 'recorded data' also refers to data being transmitted via electronic or similar means to be used for automatic data processing.

Computer function

The term *computer function* refers to a component or function in an electronic data processing unit, including hardware and software in *computers* or microprocessors; this includes 'imbedded systems'.

Computer information

The term *computer information* means information stored in *data media*.

Computer virus

The term *computer virus* refers to programmes or instructions copying themselves to ('infecting') other existing programmes and files and achieving undesired effects.

Conduit/Conduit systems

The term *conduit* or *conduit systems* is defined as a piping system in the ground outside a *building* that is intended for the distribution of heat, water, gas, electricity or sewage.

The piping system shall comprise

- one or more media pipes
- thermal insulation
- protective casing and
- any conduit chambers

Conduit systems does not include sub-exchanges or subscriber exchanges or equipment related thereto.

Construction operation

The term *construction operation* refers to house-building and civil engineering operations, excavation and groundwork. House-building operations also include the installation and *assembly* of fixtures and other equipment dedicated for permanent use for the building, such as lifts and fan systems that belong to the *building* under the rules of Chapter 2, Section 2 of the Land Code. However, it does not include such operations as are referable to *erection works*.

Contract works (type of object)

The term *Contract Works* refers to property and work performed together with property of a consumable nature that form part of the insured's agreed commitments. *Contract works* also include materials and *goods* provided by the *building proprietor*. *Contract works* do not include *Existing property* that is affected by a measure for the performance of the agreed commitment or *construction plant and equipment*.

Contribution margin

The term *contribution margin* is defined as the sales value of *goods* that have been sold and delivered or services performed – excluding VAT and special sales tax – less corresponding costs for

- discounts given
- freight, transport and marine insurance premiums and customs duties
- licences, royalties, commission and bonuses to the extent that they are not guaranteed
- direct and indirect materials, that is, primarily unfinished products, consumables and *goods* for resale

- packaging material for sales
- repair and maintenance of machinery, tools and other operational equipment
- energy, water and sewage charges to the extent that they do not constitute contracted minimum charges
- manufacturing taxes

Costs of the kind stated in the definition shall be deducted from the insurance value to the extent that they arise in the policyholder's operation. No other deductions shall be made.

Pay for all *employees* shall be included in the *contribution margin* together with charges made according to law or agreement on account of this pay.

If a different definition of *contribution margin* is to be applied other than that stated above, this must be specified in the *insurance policy*.

Note

The cost of direct and indirect materials shall be calculated as closely as possible according to the market price for the period to which the material consumption refers. If a delivery is made from one department to another within a company or from one company to another within one and the same Group, the charge applied shall always be adjusted to the current market price.

This provision does not need to be applied if loss of profit insurance (business interruption insurance) is concluded jointly for the entire business or the entire Group.

Corrosion

Corrosion is defined by the Technical Nomenclature as "an attack on a material by chemical or electrochemical reaction by an ambient medium". Chemical *corrosion* occurs in a dry environment, e.g. in dry gases or in water-free organic fluids. In the presence of water, *corrosion* occurs as a result of electrochemical reactions.

Current value

The term *current value* is defined as the market value at a given time. If this cannot be determined (economic value), the *current value* is the *replacement value* with a deduction for depreciation in value due to age, wear, obsolescence, reduced usability, location or other circumstance.

Customers' property (type of object)

The term *customers' property* is defined as property belonging customers or someone else that is in the custody of the *policyholder* and which has a direct link to the insured operation. Customers' or *another person's property* that comprises *theft-prone property* must be specifically stated in the *insurance policy*. The value of the property also includes the costs that the *policyholder* has paid for this property.

Data media

The term *data media* refers to data carriers, i.e. the physical basis on which data is registered and stored, such as CDs, DVDs, magnetic tapes or USB memories.

Date error

The term *date error* refers to an error or fault that causes the *computer function* in connection with

- a certain period of time or transition from one period of time to another
- a certain calendar date or switch from one date to another
- a certain calendar date or switch from one date to another to cease to function in whole or in part or to cease to supply data or other information in the manner intended or expected considering the purpose of the *computer function*.

Drawings, records and computer information (type of object)

The term *drawings, archive documents and computer information* is defined as

- original drawings and other original documents, e.g. manuscripts, accounting documents, card indexes, correspondence and exposed original film
- archives of newspapers, picture agencies and photographic studios and the like
- information stored on *data media*
- audio and image masters

Earthquake

The term *earthquake* means an *earthquake* with a magnitude of at least four according to the Regional Richter Scale.

Elected representative

The term *elected representative* means a person appointed for a temporary or fixed-term assignment on behalf of the *policyholder* in accordance with the minutes of a general meeting, annual general meeting or board meeting.

Electrical equipment

The term *electrical equipment* is defined as electric machines, apparatus, cables or other electrical or electronic units.

Electrical phenomenon

The term *electrical phenomenon* is defined as the sudden and unforeseen influence of produced electricity, e.g. short circuit, flashover, electric arc or excess voltage.

Employee

The term *employee* means a natural person

- who is the insured's *employee* in the private law sense
- for whom the insured bears the responsibility as principle under applicable law even if there is no employment relationship

Employees' property (type of object)

The term *employees' property* is defined as *employees'*

- personal property that can be insured according to Moderna's home insurance terms and conditions, although not *Money and securities*
- property covered by a current collective agreement.

Environmental damage

The term *environmental damage* is defined as damage owing to

- the pollution of a watercourse, lakes or other areas of water
- the pollution of groundwater
- a change in the groundwater level
- air pollution
- soil pollution
- noise
- vibration or other similar disruption or other damage or disruption according to the Environmental Code (1998:808)

Existing property (type of object)

The term *existing property* refers to property belonging to the building proprietor within or in direct connection to the *work site*. *Existing property* does not mean property referable to the object types *Contract works* and *construction plant and equipment*. The term *existing property* also refers to property in direct connection to the *work site* that belongs to a tenant or tenant-owner.

Explosion

The term *explosion* is defined as an instantaneously occurring discharge of power caused by the effort of a gas or vapour to expand. For an explosion to be considered to have taken place in a container or vessel of any kind (such as a steam boiler, cylinder or other vessel for steam, gas or liquid or a cooker), it is also required that the walls of the container be damaged to such an extent that the pressure inside and outside the container is instantaneously equalised by the emission of gas or vapour or vaporising liquid.

However, explosion is not considered to include failure that occurs as a result of underpressure, e.g. implosion.

Facing

The term *facing* is defined as surfaces or coatings, such as paint, wallpaper, *facings* on external and inner walls and floor coverings (including moisture barriers).

Faults

The term *faults* in *contract works* insurance refers to when *Contract Works* or parts thereof are not performed or have not been performed according to contract.

Financial invalidity

The term *financial invalidity* refers to a reduction of at least 50% of the injured person's incapacity to work that is permanent for the future owing to an *accident*. Work capacity is deemed to be permanently reduced when all opportunities to work in another profession have been tried and the Social Insurance Agency has granted a disability pension under the National Insurance Act (1962:381).

Fire

The term *fire* is defined as fire that breaks out. Fire damage does not include damage caused by heat from a fireplace or by incandescence or a heated object, which is not on *fire* or which scorches or burns a hole without a *fire* arising.

Fire insurance

The term *fire insurance* refers to insurance that covers damage owing to

- *fire*
- lightning strike, power cut or other *electrical phenomena* in respect of *electrical equipment* with incoming or outgoing voltage of no more than 400 V
- *explosion*
- unforeseen power cut
- discharge of soot from a fireplace used to heat the premises if the discharge is sudden and unanticipated and arises in conjunction with the lighting of a fire. The insurance does not apply to damage caused by a discharge of soot from the openings of waste gas flues or from portable driers
- corrosive gases formed during the sudden and unanticipated heating up of plastics
- aircraft crashing or owing to objects that have fallen out of aircraft
- collision with a motorised vehicle in the event that compensation for motor traffic damage is not paid under Section 11 of the Motor Traffic Damage Act (1975:1410, TSL) or where TSL does not apply.

First loss/First loss insurance

First loss insurance means that damage that arises is indemnified, including salvage and clearance costs, up to a maximum of the sum insured.

Fixtures paid for by the insured

The term *fixtures paid for by the insured* refers to fixtures that owing to their type are classified as real property under Chapter 2, Section 2 of the Land Code (1970:994), and that are owned and paid for by the *policyholder* in a rented *building* or premises.

Floating insurance policy

The term *floating insurance policy* means that the sum insured constitutes an aggregate sum insured for all property of the same *object type* for all storage places and that the property can be moved between storage places and places of insurance within the respective country, without applying the underinsurance rules.

However, for property covered by *first risk insurance*, the insurance only applies at the amount stated for each *storage place* within a specified place of insurance.

Forest, etc.

The term *forests* is defined as *forest land* according to the Property Tax Assessment Act (1979:1152). 'Forest products' refer to round timber originating from the place of insurance. The term 'growing forest' refers to forest growing on forestry land.

Full value insurance

For there to be full insurance, the sum insured shall correspond at least to the *replacement value*.

Full value insurance with guaranteed reinstatement

Full value insurance with guaranteed reinstatement of a *building* means that a calculation value is determined according to a valuation method approved by Moderna.

The calculation amount may be expressed as the sum insured, but *full value insurance with guaranteed reinstatement* can also be unlimited. Moderna indemnifies a loss that arises even if the indemnity exceeds the sum insured subject to the precondition that the information provided to Moderna is correct. The *Policyholder* must notify Moderna of any new building, extension or conversion work or other thereby comparable improvement to a *building* insured at full value so that the basis for the premium is correct; see Item 35, Chapter XX General Conditions of Contract (AD-DF).

The term *full value insurance with guaranteed reinstatement* for *machinery* or *goods* means that indemnity is paid up to the full value of the property, without applying the *underinsurance* rules, subject to the precondition that the information provided to Moderna is correct.

For *machinery* or *goods* insured at full value the same indemnity rules apply as for *whole value insurance*.

In the case of *full value insurance* for *machinery* or *goods*, maximum compensation in the event of property damage is stated in the *insurance policy*.

Gardens and grounds (type of object)

This term is defined as the property's land, revetments, vegetation, enclosures, fencing, flagpoles and other arrangements for permanent use within the land unit (for example outdoor lighting, connections for engine preheaters, parking meters, sculptures, playground equipment, jetties), though not wells or water catchments.

Glass

The term *glass* is defined as

- *glass* in the windows and doors of *buildings*
- *glass* in windows and doors in rented premises if the *policyholder* has a duty of responsibility for the loss under a tenancy agreement
- *glass* in display cases in connection with *insured premises*
- *glass* in fittings
- *signboards*

Glass also includes plastic material such as polycarbonate, acrylic plastic or similar that has been used instead of *glass*.

Goods (type of object)

The term *goods* is defined as

- raw materials
- work in progress
- finished or semi-finished *goods*
- *goods* acquired for sale
- packaging and other *movable property* that is designed to be included in the *goods* or their packing and to accompany the *goods* or be sold together with them. Packaging of a reusable nature that is intended for repeated consignments and property that has been acquired to be hired out or leased is classified as *machinery*.

Goods comprising *theft-prone property* must be specifically stated in the *insurance policy*.

Gross area

The term *gross area* (BTA) refers to *gross area* under SS 02 10 53, that is "area of the measurable parts of a floor limited by the outside of the surrounding structural elements or another limitation specified in the measurement" or expressed simply "the area limited by the outside of the external walls".

Guarantee period

The term *guarantee period* refers to the period after the handing and taking over of the *contract works* for which the contractor is responsible and that are covered by the insurance.

Hardware lock

The term *hardware lock* refers to protection against the copying of *software* in the form of a decoder located outside the *computer*, containing a programme read-only memory (PROM) that acknowledges and approves the use of software.

Hot Work

The term *Hot Work* refers to work that presents a fire hazard, such as welding, cutting work and soldering and also insulation, roofing, processing using high-speed tools and other work that entails heating or the formation of sparks.

Indemnity period

The term *indemnity period* for business disruption, loss of rent and extra costs insurance is defined as the longest period during which indemnity may be paid, calculated from the date the property loss or damage occurred.

Index

See *Price Change*

Installation

The term *installation* is defined as systems or arrangements with connected objects, e.g. boilers, circulation pumps, expansion chambers, heat exchanges, cooling or freezing facilities, antenna facilities, lifts, piping systems for cold water, hot water, heating, waste, ventilation, gas, electricity or similar.

Insurance policy

The term *insurance policy* also includes insurance certificates issued by Moderna, group representatives or some other person that Moderna has appointed in its place.

Insured location

The term *insured location* refers to the location defined in the *insurance policy* by land register code, address or similar definition and where the insured property is stored.

Insured premises

The term *insured premises* is defined as all premises directly adjoining each other and at the disposal of the *policyholder*. *Insured premises* do not include vehicles, working tools, vessels, aircraft, polytunnels, tents, skips, cupboards, chests, vending machines or similar, unless otherwise stated in the condition.

Interchangeable tool

The term *interchangeable tool* refers to, for example, moulds, knives, crushing tools, pressing and punching tools, as well as chucks and other fittings used in a machine tool for processing or retention, such as lathe tools, cutters, vices and jigs.

Interruption

The term *interruption* means such restriction in the insured's business that entails a loss of *contribution margin* during the *indemnity period*.

K/Q listed building

The term *K/Q listed building* refers to such *building* of identified cultural historical value and that is protected as a listed building or 'Q' marking under the Cultural Heritage Act (1988:950) or the Planning and Building Act (1987:10, PBL).

Landslide, etc.

Damage owing to *landslide*, *landslip* and *rockfall* means that soil masses, boulders or stones have suddenly and unforeseen begun to move and considerably change position.

Landslip

See *Landslide*

Leased property

The term *leased property* is defined as property leased out by a leasing company and to which the leasing company has a right of separation.

Licence

The term *licence* in this context is defined as a standard programme that may only be installed on one *computer* or, if it refers to a multi-user licence, several *computers* on one occasion.

Loss due to product delivered

The term *loss due to product delivered* is defined as a loss caused by a defect which has existed in this product when it went into circulation or which has subsequently been introduced into the product by action taken by the insured or by some other person on his behalf.

Loss of rent

Loss of rent means a reduction in rental income owing to an insured *building* becoming completely or partly unusable.

Machinery (type of object)

The term *machinery* is defined as property that is not assignable to any other type of object and which has not been acquired or manufactured for sale and nor is it specifically excluded.

Machinery thus includes

- machines, equipment, tanks whose content is not intended to heat the building, pipes (but not ducts), that are not assignable to type of object *building*
- *computers and data media*
- expendable items such as fuel and lubricants
- spare parts for own machines, tools and implements
- equipment for shops, offices, laboratories or storage premises
- printed matter such as catalogues and advertising literature, product samples
- returnable packaging
- fixed furnishings belonging to a tenant
- property acquired for renting or leasing
- models, pressing and punching tools, moulds and patterns, both current and non-current

Note

The term 'non-current models, pressing and punching tools, moulds and patterns' does not refer to objects that are normally manufactured, stocked or stated in current catalogues or standardisation norms.

Medical invalidity

The term *medical invalidity* is defined as the physically or mentally permanent reduction of bodily function determined independently by the insured's profession and working conditions or leisure-time interests. It shall be possible to objectively determine the functional impairment. Medical invalidity also includes permanent aches, loss of a sensory organ or an internal organ.

Medical invalidity is determined with the guidance of a table jointly determined by the insurance sector.

Medical product

The term *medical product* is defined as medical product under the Medical Products Act (1992:859).

Moisture barrier

A *moisture barrier* comprises, for example, wire welded or chemically welded floor or wall coverings or ceramic tiles together with underlying moisture barrier product.

Money and securities

The term *Money and securities* is defined as

- cash and current stamps
- shares, bonds, vouchers, redeemed lottery tickets, bills, cheques, sales notes and other instruments of debt or tokens of value, such as travel and entry tickets, monthly and annual cards, prepaid cards and telephone cards. Bank and credit cards or the like are not deemed to be tokens of value.

Motor vehicles required to have compulsory third party liability insurance

The term *motor vehicles required to have compulsory third party liability insurance* refers to

- motor vehicles, tractors, off-road vehicles and trucks
- mobile machinery weighing more than 2 000 kg
- mobile machinery weighing less than 2 000 kg, but where the essential function comprises the transportation of passengers or *goods*.

Movable property (type of object)

The term *Movable property* refers to the object types *machinery; goods; drawings, archive documents and computer information; Money and securities*; property belonging to other people, customers, *employees* and *elected representatives*.

North America

The term *North America* is defined as the United States of America and Canada, with territories and dependencies together with other areas under the jurisdiction of the legislation of these countries.

Occupational injury

The term *occupational injury* refers to industrial accidents, accidents on the way to and from work and occupational disease.

Patient

The term *patient* is defined as a person who permanently resides in a room or apartment, which forms part of the business run by the *Policyholder*.

Patient injury

The term *patient injury* is defined as damage indemnified by, or that could possibly be indemnified by, patient injury insurance or corresponding insurance abroad and which is regulated under the Patient Injury Act (1996:799) or corresponding foreign law.

Payroll/wage cost

The term *payroll* or *wage cost* is defined as

- for limited companies and cooperative economic associations, the sum reported during the most recent financial year (the gross cash payments and value of board and lodging and car benefits less deduction of costs) for all *employees* – i.e. the sum (annual payroll) of the monthly reports under the heading 'Charge Base A' on the Swedish Tax Agency's form 'Uppbördsdeklaration' [Employers' Tax Return] sent to the local tax office, though a minimum of 5 *price base amounts*
- for other companies and private entrepreneurs, both the sum of wages as stated as above, and the sum (salary, fees, etc.) which each partner engaged in the company received from the business for the same period, as referred to above, though a minimum of 5 *price base amounts* for each partner per year. If the last financial year is for a period that is longer or shorter than twelve months, this shall be proportionalised to correspond to twelve months.

PCB

PCB stands for Polychlorinated Biphenyls. PCB is a chemical product marketed under a large number of brand names.

Period of business interruption

The term *period of business interruption* is defined as the period during which property damage or other damage incurred, which is indemnifiable under the business disruption, loss of rent and/or additional cost condition, result in a loss of *contribution margin* or loss of rent or give rise to extra costs to maintain the operation in an unchanged scope.

Place of storage

The term *place of storage* refers to *insured premises* or other location (outdoors, in tents, vehicles or the like) where the insured property is stored.

Policyholder

The term *policyholder* refers to the legal or natural person with whom Moderna has concluded an insurance contract.

Price base amount

The term *price base amount* is defined as the amount laid down under the National Insurance Act (1962:381) and that applied in January of the year in which the loss occurred unless otherwise stated in the *insurance policy* or in the insurance condition.

When calculating the deductible, expressed in terms of a *price base amount*, the deductible is rounded down to the nearest SEK 100. Other sums expressed as a *price base amount* are rounded up to the nearest SEK 100.

Price change

The term *price change* is defined as the rise in value through increasing the applicable *index* for the respective type of object according to the Swedish Insurance Federation 'Indexmeddelande – Industri och Civil' [Index Notification – Industrial and Civil].

Delivered products

The term *delivered products* sold, delivered or undertaken to build or put into circulation in some other way.

Property belonging to an elected representative

The term *property belonging to an elected representative* means personal property belonging to an elected representative that can be insured under Moderna's customary home insurance terms and conditions, although not *money or securities*.

Patient's property

The term *patient's property* is defined as such personal items of property, that is not covered by other insurance and which is kept in a room or apartment at the institution that the *policyholder* is running under its own auspices. Moderna's home insurance terms and conditions shall apply.

Property equipment

The term *property equipment* refers to the following at the property

- *existing property* for the maintenance of the building together with replacement parts and copies of objects belonging to the *building*, although not mechanically-propelled vehicles and trailers therefor that are subject to registration
- existing equipment that the property owner acquires for the common use of the occupiers of the apartment or premises
- existing building material that the property owner has acquired for the maintenance of the building and which is stored within the building.

Property in custody

The term *property in custody* is defined as property that the *insured* or another person on behalf of the insured has undertaken to install, assemble, dismantle, adapt, repair, control, inspect, pick up, transport, store or look after.

Protection class

The term *protection class* is defined as the level of burglary protection imposed in respect of mechanical burglary protection for *insured premises*. There are three protection classes, which are stated in the *insurance policy* or applicable insurance conditions.

Refrigeration or freezing unit

The term *refrigeration or freezing plants* is defined as walk-in freezers or refrigerators, refrigerators, refrigerator compartments, chest freezers, freezer cabinets, freezer compartments and upright freezers or other facilities with automatic adjustment for cooling.

Refurbishment (in property insurance)

The term *refurbishment* in property insurance is defined as extensive renovation work and the like in respect of machinery.

Reinstatement

The term *reinstatement* means for

- *buildings*: repairs or reconstruction of the same or an equally appropriate *building* for the same or similar purposes
- *machinery*: repairs or replacement of property of the same or an equally appropriate type for the same purposes

Replacement value

The term *replacement value* is understood in the case of

- *a building*, as the cost that would have arisen if the building had been completed as new at a particular time. This value shall include all costs required for the building to be brought into use. The cost of the building foundations or foundation walls lying lower than both the bottom of the lowest cellar floor and the adjoining land or water surfaces are not included.
- *machinery*, as the cost that would have arisen if an object of the same or equally appropriate type, same performance and capacity, had been acquired as new at a particular time. The value shall include all costs required for the object to be brought into use, but not the cost of machine bedplates lying lower than both the bottom of the lowest cellar floor and adjoining land and water surface.

Residents' property

The term *residents' property* refers to the *Movable property* of residents (tenant or tenant owners) as referred to below:

- tangible personal property owned, rented or borrowed by the resident and that is only used for the resident's private use.
- tangible personal property owned by the resident and that the resident uses in it operation and that is not indemnified by the operation's insurance.
- own fixtures for which the resident is liable in an apartment that the resident rents and personally lives in.
- dogs, cats, caged birds and fish in aquariums belonging to the resident.

Robbery

The term *robbery* is defined as an *assault* on or damage to property through violence to the person or use of a threat entailing imminent danger. This also includes milder force against the person provided that the force and the theft have been immediately perceived by the person subjected to the force, that the latter has done what may reasonably be required to prevent or reduce the injury and that the event can be substantiated by a reliable investigation.

Rockfall

See *Landslip*

Series loss

The term *series loss* is defined as several losses that have arisen for the same reason and that took place on the same occasion. A *series loss* shall always be regarded as one loss.

Fidelity guarantee insurance

Series loss in the case of fidelity guarantee insurance means a series of criminal acts of a similar nature that were committed by one and the same person, or several people in agreement.

Liability insurance

Series loss in the case of liability insurance means several losses that

- were caused by the same fault, defect or security failure in one or more products irrespective of when the losses occur
- were caused by the same negligence in drawings, descriptions, calculations, advice or instructions irrespective of when the losses were noted
- arose for the same reason and that occurred on the same occasion.

Service pipe

The term *service pipe* is defined as

- water and sewerage installations: pipes linking a *building* or property to the interconnection point
- electrical installations: main line through which a subscriber installation is connected to the electricity supplier's distribution network.

Signboard

The term *signboard* is defined as signboards including associated electric fittings and stands. Signboards do not include advertising balloons or awnings.

Significant fault

The term *significant fault* is defined as such faults as referred to in the comments to ABo4/ABT 05 Chapter 5, Section 6, paragraphs 1 to 5. If the parties have come to an agreement on another definition – in terms of amounts or something else – this is not binding on Moderna.

Slide

See *Landslide*

Small boats

The term *small boats* refers to canoes, rowing boats, boats with an outboard engine up to a maximum of 7.5 kilowatt hours, sailing boats with a maximum sail surface of 10m² intended for, for example, rescue or leisure activities.

Snow pressure

The term *snow pressure* is defined as an overload of snow on a roof that has arisen on one and the same occasion in direct conjunction with such extreme climatic conditions that it was not possible to take reasonable measures to remove the snow pressure, unless a previous snow load on the roof had a significant effect on the loss.

Software

The term *software* is defined as the computer's intangible accessories, that is, system software, operating systems, user programs, compilers, etc. as well as software.

Standing level

The term *standing level* means an area from which a burglary attempt can be made at *insured premises*.

Storage place

The term *storage place* means/*place of storage* refers to *insured premises* or another place (outdoors, in a tent, vehicle and the like) where the property is to be stored.

Storm

The term *storm* is defined as wind with a velocity of at least 21 metres per second.

Strong box

See *approved strong box*

Subsidiary

The term *subsidiary* refers to a limited liability company or corresponding legal form of business entity in a country other than Sweden, in which the *policyholder* itself, or together with other *subsidiaries*, holds more than 50% of the votes for all participating interests.

Temporary storage

The term *temporary storage* at another location is defined as the *temporary storage* of *machinery*, *goods*, customers' property and drawings, archive documents and *computer information* at a storage place over which the *policyholder* has no control. The value of such property shall be included in the *insurance policy* for each type of object. The *policyholder* shall bear the risk for the property.

Tenant-owners' association

The term *tenant-owners' association* refers to an association that runs an operation under the Tenant-Ownership Act (1991:614). *Tenant-owners' association* is equated to an economic co-operative association, the aim of which is to let homes to its members without any restrictions in terms of time (housing associations).

Terrorism

The term *terrorism* is defined as an act, including but not limited to, the use of force or violence and/or threat of the same, by a person or group(s), either someone acting individually or on behalf of another or in collusion with an organisation(s) or government(s), carried out for political, religious, ideological or ethnic purposes or reasons, the intention of which is to influence a government and/or instil fear among the general public, or parts of the general public.

Theft-prone machinery

The term *theft-prone machinery* is defined as *machinery* comprising

- objects consisting wholly or partly of precious metal, real pearls and precious stones
- antiques, works of art and oriental carpets
- watches that are intended to be worn (for example pocket watches, wristwatches, fob watches)
- *computers*, computer programs, GPS equipment
- electronic musical instruments, cameras and other equipment for imaging and/or sound reproduction together with accessories for these, though not cables, leads and plugs
- leather clothes, pelts and furs and dressed and undressed skins intended for this purpose
- tobacco, wine and spirits
- weapons and parts of weapons

Theft-prone property

The term *theft-prone property* is defined as *goods*, another person's property and *customers' property* comprising

- objects consisting wholly or partly of precious metal, real pearls and precious stones
- antiques, works of art and oriental carpets
- watches that are intended to be worn (for example pocket watches, wristwatches, fob watches)
- *computers*, computer programs, GPS equipment
- electronic musical instruments, cameras and other *equipment for imaging and/or sound reproduction* together with accessories for these, though not cables, leads and plugs
- leather clothes, pelts and furs and dressed and undressed skins intended for this purpose
- tobacco, wine and spirits
- weapons and parts of weapons

Goods or *customers'/other parties' property* that comprises *theft-prone property* must be specifically stated in the *insurance policy*.

Tool

The term *tool* is defined as working tools such as manual, electric or pneumatic hand tools and implements for processing and restraining, such as hammers, scissors, files, tongs, screwdrivers, electric drills and grinding machines and the like used to perform installations, *assembly* and other work. The term 'tool' does not include *computers* or *interchangeable tools*. *Tools* can be included in *construction plant and equipment (object type)*.

Torrential rain

The term *torrential rain* is defined as rain with an intensity of at least one millimetre per minute or 50 millimetres per day.

Trial

The term *trial* means service tests, accessibility tests or performance tests.

Types of object

Insured property is divided into the following *types of object*

- *Another person's property*
- *Employees' property and property belonging to an elected representative*
- *Buildings*
- *Customers' property*
- *Movable property*
- *Machinery*
- *Money and securities*
- *Drawings, archive documents and computer information*
- *Gardens and grounds*
- *Goods*

The following types of objects are also included in *contract works* insurance

- *Existing property*
- *Contract works*
- *Construction plant and equipment*

Underinsurance and sanctions

In the event of *underinsurance* the sum insured is less than the *replacement value*.

For *whole value insurance*, the indemnity in the event of underinsurance is reduced in proportion to the ratio between the sum insured and the *replacement value*.

Vermin

The term *vermin* is defined as *vermin in a residential property* such as fleas, lice, cockroaches, bread beetles, flour beetles, flat bark beetles and other insects that cause damage in storerooms, clothing moths, larder beetles, spider beetles, carpet beetles and other skin beetles, silverfish, earwigs, ants, wasps and rats and mice.

Vermin in residential property

See *Vermin*

Waiting period

The term *waiting period* means that indemnity is not paid for *business disruption* for a certain period – *waiting period* – calculated from the date on which the indemnifiable property or other damage occurred. *Waiting period* means a calendar period regardless of whether production, sales or other activities have taken place.

Wet room

The term *wetroom* is defined as an area located indoors with a floor drain and that for its function is fitted with a *moisture barrier* intended to prevent discharges.

Wind power plant

The term *wind power plant* is defined as a type-approved wind powered device to produce electrical energy, including the foundations and equipment required to operate the plant, such as cables, transformers and switchgear up to the public power supply system and also such remote monitoring equipment fitted to or in the wind power plant.

Wood-destroying insects

The term *wood-destroying insects* refers to house longhorn beetles, carpenter ants, metallic wood-boring beetles, European lyctus beetles, common furniture beetles and pine bark anobiid.

Work site

The term *work site* refers to the area and the *temporary storage* areas connected thereto to which the insured has access to carry out contract work, installation, *assembly* or repair work in conjunction with construction or assembly operations. The *work site* does not include the insured's normal, permanent places of work, e.g. offices, workshops, storerooms, quarries or stone-crushing facilities.

Works of art

The term *works of art* is defined as statues, busts, sculptures, paintings and other objects that are created primarily for the purpose of decoration and the value of which is determined by their artistic workmanship.