

# All Risks Insurance for Business and Property E 10:5

| General Conditions – Valid from 2011-07-01

Det handlar om att vara trygg

**Moderna**

## All Risks Insurance for Business and Property E 10:5

*This being a translation, the original Swedish wording 'Allriskförsäkring för Företag och Fastighet E 10:5' shall always prevail.*

Insurer:

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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*, 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)'.

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## I Property insurance

Property insurance is included if this has been specified in the *insurance policy*

### 1. The insured and insured activities

The insurance refers to the activities specified in the *insurance policy* and applies to the *Policyholder* as owner of insured property.

#### 1.1 Other owners

The insurance also applies to other owners of insured property for which the *Policyholder* has assumed responsibility by contract.

### 2. When the insurance applies

The insurance applies to loss that occurs during the period the insurance is in force (period of insurance).

### 3. Where cover is provided

#### 3.1 At the insured location

The insurance applies to insured property within a *insured location* specified in the *insurance policy*.

#### 3.2 At other locations

The insurance applies to other locations within the Nordic countries in the case of *temporary storage*, though for no more than 6 months.

#### 3.3 In the event of robbery or assault

The insurance applies within the Nordic countries in the event of *robbery* or *assault* in conjunction with the performance of duties.

#### 3.4 In transit

The insurance applies within the Nordic countries to damage in transit to and from the *insured location* specified.

#### 3.5 Work site

The insurance shall not apply to a *work site* without a separate agreement.

### 6. Insured property and insurance limit

#### 6.1 Insured property

The insurance covers property referred to in the *insurance policy* by type of object or in some other way. The insurance applies as a *floating insurance policy* within and between the insured locations specified in the *insurance policy* within the respective country.

##### 6.1.1 Property excluded

The insurance only covers the property specified below if this has been specifically stated in the *insurance policy*

- property stored outdoors
- containers that are located outdoors and any property stored therein
- *motor vehicles required to have compulsory third party liability insurance* and trailers, accessories and equipment therefore
- aircraft, hovercraft, hydrocopters, sail- or motor-powered ships and boats, timber trailers, caissons, pontoons, crane pontoons, dredgers or building works under tow at sea
- satellites, spacecraft and other property used in space, launchers, launch ramps and all other equipment belonging thereto
- mobile cranes, tower cranes, excavators, earth moving machines, road machinery and pile drivers
- such parts of machine supports, building foundations or foundation walls lying lower than both the bottom of the lowest cellar floor and the adjoining land or water surfaces

- property that the *Policyholder* is hiring or leasing out
- *conduit* and *service pipes* that are more than 20 metres long
- pipelines and pipeline systems outside *buildings* and above ground together with equipment belonging thereto
- *wind power plants* and equipment belonging thereto
- productive *forests* and *forest land*
- wells and water catchments
- property at *work sites*
- living animals and growing crops
- plants and plant cultures that are not referable to *gardens and grounds*
- boathouses, jetties, bathing huts, cold swimming baths, greenhouses, polytunnels, tents, temporary *buildings* such as barracks or the like, together with property therein

## 6.2 Insurance limit - Maximum compensation

The insurance applies with a common insurance limit for property belonging to the same *type of object* within the *insured locations* specified in the *insurance policy*.

*Full value insurance, full value insurance with guaranteed reinstatement* or *first loss insurance* applies to *buildings*.

*Full value insurance* or *first loss insurance* applies to *machinery* and *goods*.

First loss insurance applies to: *property equipment, gardens and grounds, drawings, records and computer information; Money and securities; customers' property* and *employees' property*.

See Item 22.3 with regard to the setting of insurance limits.

### 6.2.1 Exempt amount

The insurance covers the following property up to the maximum amount specified below (*first loss*) even if this has not been specified in the *insurance policy*. These amounts may be increased – the insurance limit referred to in the *insurance policy* comprises the maximum compensation.

#### When insuring *Buildings*

- |   |   |
|---|---|
| • <i>Buildings</i> with an area less than 30 sqm                        | Included when insuring apartment blocks |
| • <i>Gardens and grounds</i>  | 5 price base amounts                    |
| • <i>Property equipment</i>   | 5 price base amounts                    |
| • Additional costs in consequence of a public authority decision        | 5 price base amounts                    |
| • Additional costs in consequence of the special nature of the building | 5 price base amounts                    |

#### When insuring *machinery* and/or *Goods*

- |  |   |
|--|---|
| • <i>Goods</i> comprising <i>theft-prone property</i>  | 0,5 price base amount   |
| • <i>Drawings, records and computer information</i>  | 2 price base amounts  |
| • <i>Licenses</i> for the right to use standard programs   | 1 price base amount   |
| • <i>Money and securities</i>  |   |
| - stored at the <i>insured location</i> in a locked and approved strongbox   | 1 price bas amount  |
| - stored at the <i>insured location</i> in some other way  | 0,2 price base amount   |
| - in the case of <i>robbery</i> or <i>assault</i>  | 2 price base amounts  |
| • <i>Customers' property</i> or <i>other parties' property</i>   | 2 price base amount   |
| - comprising <i>theft-prone property</i> , though not <i>money and securities</i>                                      | 0,5 price base amount   |
| <i>Employees' property</i> , though not <i>money and securities</i>  | 0,2 price base amount for each <i>employee</i> or according to collective agreement |
| • <i>Signboards</i> and awnings  | 1 price base amount   |
| • Rented premises, including <i>glass</i> , for which the <i>Policyholder</i> is responsible under a tenancy agreement | 1 price base amount   |
| • <i>Fixtures paid for by the insured</i>  | 1 price base amount   |

## 6.2.2 Maximum compensation

Unless otherwise stated in the *insurance policy*, maximum compensation is limited as follows for certain claims or in the event of loss in respect of certain property.

### 6.2.2.1 Loss caused by nature and dam breaches

The total compensation for property, *interruption*, *loss of rent*, extra costs and debris removal is limited to

- 125 *price base amounts* per occurrence in the case of loss caused by
  - *landslide, landslip, rockfall, avalanche, earthquake*
  - breach of a dam for the storage of water, such as reservoirs at waterworks, milldams or fire dams (though see Item 39.6 of the General Conditions of Contract (AB-DF))
- 25 *price base amounts* per occurrence in the case of loss caused by *torrential rain*, melting snow, rising oceans, seas or watercourses when water is running in from the ground surface directly into a *building* or forced out of sewer pipes indoors.

### 6.2.2.2 Water and other liquid damage

Compensation is limited to 25 *price base amounts* per occurrence for loss owing to the discharge of liquids other than

- water from *installation* including associated appliances
- steam or liquid from *installation* or space heating appliances
- water from indoor areas with a floor drain and that for its function is fitted with insulation intended to prevent discharges
- water from a sump in the event of unforeseen defects in the pump machinery or in the event of a failure in the power supply
- liquid from *refrigeration or freezing plants* in the event of a failure in the power supply or defects in the units.

### 6.2.2.3 Robbery or assault

Compensation for loss owing to *robbery* or *assault* is limited to 25 *price base amounts* per occurrence of loss.

In the case of *robbery* of property

- comprising *Money and securities*, within or outside the *insured premises*, compensation is limited to 2 *price base amounts* per occurrence of loss
- comprising
  - objects consisting wholly or partly of precious metals, real pearls or precious stones
  - watches intended to be worn
  - *works of art*
 outside the *insured premises*, compensation is limited to 10 *price base amounts* per occurrence of loss.

### 6.2.2.4 Glass

Compensation is limited to 25 *price base amounts* per occurrence of loss for damage to *glass* together with decorations on these (engravings, decals and similar) owing to a claim other than *fire, explosion, lightning strike or electrical phenomenon*.

However, compensation is limited to 1 *price base amount* per occurrence of loss in the event of damage to *glass* at premises rented by the *Policyholder*, for which the *Policyholder* is responsible under the tenancy agreement.

### 6.2.2.5 Changing locks

Compensation is limited to 2 *price base amounts* per occurrence for changing locks as a consequence of keys or lock codes being stolen in conjunction with

- *robbery*
- *breaking and entering* or *breakout* at *insured premises*
- *breaking and entering* or *breakout* at the home of the *Policyholder* or its representative.

### 6.2.2.6 Transport

The total compensation for property and *interruption* is limited to 2 *price base amounts* per occurrence for loss in transit, and also during loading and unloading in conjunction with such transportation.

#### 6.2.2.7 *Assembly, lifting, etc.*

The total compensation for property, *interruption* and extra costs within the specified *insured location* is limited to 10 *price base amounts* per occurrence for loss other than *fire* in conjunction with

- temporary building, installation, assembly, dismantling, maintenance and/or repair work
- temporary lifting and removal
- *trials* and *refurbishment*.

Total compensation is limited to 250 *price base amounts* per occurrence for loss in conjunction with the property's normal maintenance work at the *insured location*.

#### 6.2.2.8 *Malicious damage not linked to breaking and entering or breakout*

Total compensation for property, *interruption*, *loss of rent* and/or extra costs is limited to 125 *price base amounts* per occurrence of loss for malicious damage to insured property that is not linked to *breaking and entering* or *breakout*.

However, compensation is limited to 1 *price base amount* per occurrence for loss

- owing to unlawful painting, dyeing, graffiti, engraving or similar
- at premises rented by the *Policyholder* for which the *Policyholder* is liable under the tenancy agreement.

#### 6.2.2.9 *Smash and grab*

Total compensation for stolen or damaged *theft-prone property* is limited to no more than 20 % of the *price base amount* per window for loss owing to theft through a window being smashed or broken into without entering the premises, unless the window is specially protected according to the provisions specified in Item 38.5.5.

#### 6.2.2.15 *At another location*

Compensation for damage to or loss of property during *temporary storage* at another location is limited to 10 *price base amounts* per occurrence of loss.

### 6.3 Investments and price changes

If the value of the property during an insurance year increases on account of investments or *price change*, the *calculation amount* or insurance limit shall be increased from the start of the period of insurance as follows: if the insurance limit refers to property with *full value insurance*, the underinsurance rules apply if the insurance limit was incorrect at the start of the insurance year.

#### 6.3.1 Buildings

The following applies to *buildings*:

- in the case of *full value insurance with guaranteed reinstatement*, the increase in value on account of investments is limited to 30 % of the applicable calculation amount at the start of the insurance year (according to an appropriate valuation method) per building
- in the case of *full value insurance* the total increase in value on account of investments and *price changes* is limited to 30 % of the last specified insurance limit per *building*
- in the case of *first loss insurance*, the increase in value is limited to the *price change*.

#### 6.3.2 Machinery

The following applies to *machinery*:

- in the case of *full value insurance*, the total increase in value on account of investments and price changes is limited to 30 % of the last specified insurance limit
- in the case of *first loss insurance*, the increase in value is limited to the *price change*.

#### 6.3.3 Goods

The following applies to *goods*:

- in the case of *full value insurance*, the total increase in value on account of changes in volumes and to prices is limited to 30 % of the last specified insurance limit
- in the case of *first loss insurance*, the increase in value is limited to the *price change*.

#### 6.3.4 Other property

The following applies to other property:

- in the case of *first loss insurance*, the increase in value is limited to the *price change*.

#### 6.3.7 Monetary limits

The total amount for investments and price changes according to Items 6.3.1 to 6.3.4 is limited to SEK 30 m per insurance year, unless otherwise stated in the *insurance policy*.

## 7. What the insurance applies to

### 7.1 All risks

The insurance applies to sudden and unanticipated physical damage to or loss of insured property, though with the exclusions under Item 8. The insurance only refers to such loss that comprises the value of the property reducing or being lost.

The *insurance policy* shall specify if cover other than all risks applies.

#### 7.1.1 Discharges from installation or wet rooms

The insurance also applies to loss owing to unforeseen discharges of

- water from *installation* and associated appliances
- steam or liquid from *installation* or space heating appliances
- water from indoor areas with a floor drain and that for its function is fitted with insulation intended to prevent discharges.

##### 7.1.1.1 Trace and access

In the event of indemnifiable loss according to Item 7.1.1, compensation shall be paid for the cost of locating and exposing leaks within a *building* to enable repairs to be made to the fault that caused the loss. Compensation shall also be paid for the cost of *reinstatement* following such repairs.

#### 7.1.3 Safety regulations

See Item 38 with regard to safety regulations and the consequences of non-observance.

## 8. Exclusions

The following exclusions apply in addition to the general exclusions under Item 39, Chapter XX of the General Conditions of Contract (AB-DF).

### 8.1 Damage to certain property

For *machinery*, *building machinery* and *installation*, the insurance shall not apply to damage emanating internally, provided the loss has not been caused by *fire*, *explosion*, lightning strike or *electrical phenomenon*. See, however, Item 9 Machinery Insurance.

### 8.2 Damage owing to

This insurance shall not apply to damage owing to

- flooding (see however Item 6.2.2.1)
- the breach of a hydroelectric dam or regulating dam for the generation of electricity
- damp, rot, mould, fungi, or liquid – that is not due to liquid from *installation* and associated appliances
- discharges of liquid from waste gas flues, ventilation ducts, drainage systems, ceilings, terraces, parking decks, gutters and external drainpipes
- inadequate *moisture barrier* in a *wet room* if the *moisture barrier* is more than 35 years old at the time of the loss
- discharges of soot from the openings of waste gas flues or from portable heaters
- *vermin*, insects, bacteria, viruses or infectious substances
- blasting work
- theft not linked to *breaking and entering* or *breakout*
- fraud, embezzlement or similar offences against property
- the changes in temperature or humidity as a consequence of faults in automatic climate control systems
- the temperature changes in *refrigeration* or *freezing plants*
- slip or subsidence in the ground or foundations
- collision by a motorised vehicle to which the Motor Traffic Damage Act (1975:1410, TSL) applies



- *computer virus*
- smelt or contamination
- wind not classed as a *storm*
- *storm, snow pressure* or snow slip that is due to faulty building work, faulty building design, encroachment on load-bearing framework or neglected maintenance work
- *storm, snow pressure* or snow slip on greenhouses, tents and polytunnels, unless otherwise specified in the *insurance policy*.

### 8.3 Loss owing to lightning strike, failure in the power supply or other electrical phenomena

The insurance shall not apply to loss owing to lightning strike, failure in the power supply or other *electrical phenomenon* to

- *electrical equipment* for which the incoming or outgoing voltage exceeds 400 V. See however Item 9 Machinery Insurance
- property in cooling or freezing units.

### 8.4 Damage to

The insurance shall not apply to:

- damage to *goods*, products at work or *customers' property*, if the loss is due to a fault in design, advice or instruction, a mistake in the calculations or descriptions, material defects, or to processing, manufacture, assembly, repair, storage or other handling that has been carried out incorrectly
- damage to floor and wall linings including moisture barriers when the loss has been caused by a defective *moisture barrier*
- damage to *buildings* owing to a discharge of liquids caused by washing, cleaning and other work in conjunction with relining, insulation or similar repairs to the pipeline system for water and sewage that does not entail the replacement of the pipe system or pipelines
- water or other liquid or smelt that has run out
- contaminated property
- damage to or loss of *computer information*, provided the loss is not as a direct consequence of indemnifiable damage to or loss of *data media*
- damage to *tools* and *construction plant and equipment* in transit or during loading and unloading in conjunction with transportation
- damage to *conduit systems* and *service pipes* owing to *landslip* or *landslide* if the loss was caused by excavation, pile driving or sheeting works or the piling up of earth or stones, or mining

### 8.5 Loss comprising

This insurance shall not apply to losses comprising

- wear and tear, consumption, fatigue, *corrosion* (for example rust or *corrosion*), *cavitation*, coating or sedimentation
- loss of heat or electrical energy, heat carrier or water.

### 8.6 Loss of another kind

The insurance shall not apply to loss of such a kind that does not affect the usability of the property or that can be rectified through normal service or adjustment.

This exclusion does not apply to

- loss owing to unlawful dyeing, graffiti, engraving or similar. See however limitation under Item 6.2.2.8
- damage to *glass* that is of such a nature that it would entail obvious inconvenience for the *Policyholder* to retain the *glass*. However, no compensation shall be paid for damage owing to age or wear and tear.

### 8.7 Damage in transit

The insurance shall not apply to loss

- in respect of professional transport operations
- in transit or in conjunction with the loading and unloading of such transport that takes place in a way other than using the *Policyholder's* own, rented or leased vehicles.

## 9. Machinery breakdown insurance (Supplementary Contract)

The insurance applies to damage to *machinery*, *building machinery* and *installation* specified in the *insurance policy* owing to sudden and unanticipated damage emanating internally.

## 9.1 Exclusions

### 9.1.1 Property excluded

The insurance shall not apply to damage to

- electric heater cartridges in boilers or water heaters
- flues, foundations, masonry, masonry lining or other linings
- models, moulds and patterns, *interchangeable tools*
- consumable supplies
- motor vehicles.

### 9.1.2 Loss owing to

This insurance shall not apply to loss owing to

- blasting work
- melt
- freezing, unless reasonable measures have been taken to prevent such loss.

### 9.1.3 Loss comprising

The insurance shall not apply to loss comprising wear and tear, consumption, fatigue, *corrosion* (for example rust or *corrosion*), *cavitation*, coating or sedimentation.

### 9.1.4 Loss of another kind

The insurance shall not apply to loss of such a kind that does not affect the usability of the property or which can be rectified through normal service or adjustment.

## 21. Loss assessment rules

In the event of property damage, the amount of the loss shall be calculated according to the following rules. Damaged and undamaged property shall be valued according to the same principles.

### 21.1 Valuation of damage to buildings and building parts

#### 21.1.1 Building that is reinstated

If *reinstatement* takes place, the loss is valued at the cost of reinstating a building without delay with the same execution, but in a rational way as regards methods and material.

If a *building* at the time of the loss had reduced in value by more than half of the *replacement value* owing to age, wear and tear and obsolescence, the loss shall be valued at the cost of *reinstatement*, though no more than the reduced value owing to age, wear and tear and obsolescence.

If *reinstatement* takes place elsewhere, the cost of the loss may not exceed what it would cost to reinstate the damaged *building* on the same foundations.

The *reinstatement* costs shall be reduced by the increase in value that may arise as a consequence of such betterment of functionality that is due to a reason other than a change of location.

*Reinstatement* must take place no later than within 2 years from the date of the loss. If it takes place at a later date owing to impediments that are not due to the insured, the period of 2 years may be computed from the day on which the impediment ceased, though no more than 3 years from the date of the loss.

The cost of the loss shall not include additional costs owing to acceleration measures, such as repairs carried out during overtime, purchases with a surcharge for more rapid delivery or transport in a way other than by the usual means of transport.

If *reinstatement* can be effected, without significant inconvenience, in conjunction with normal maintenance work, the loss shall be assessed as an estimated proportion of the maintenance cost.

#### 21.1.1.1 Additional costs in consequence of a public authority decisions

The cost of the loss referred to above shall also include additional costs – up to 5 *price base amounts* – that have been caused by the damaged building needing to have another design or execution than that prior to the loss in accordance with a public authority decision or applicable standards in any respect.

However, the cost of the loss does not include the cost of directives issued prior to the loss or that have been caused by archaeological investigations. Nor does it include such cost arising as a consequence of higher requirements being imposed on the function in a facility or mechanical equipment for industrial processes being run in the *building*.

#### 21.1.1.2 Additional costs in consequence of the special nature of a building

The cost of the loss referred to above shall also include additional costs – up to 5 *price base amounts* – that relate to a documented *K/Q listed building* or other *building* that has been specifically referred to in the *insurance policy*, that has meant that the *building* cannot be reinstated in a rational way following the damage owing to its special nature. The loss shall be valued at the cost of repairing the damaged *building* without delay using corresponding up-to-date building materials and execution and also artistic adornments as prior to the damage, to the extent that this is possible and reasonable.

### 21.1.2 Valuation of building parts

In the case of damage to building parts (*installation*, mechanical equipment, *facings* etc.), loss shall be valued at the *reinstatement* cost with a deduction according to the age table contained in Item 21.1.8. This applies irrespective of any decrease in the value of the *building*. Each object, pipeline system and *facing* shall be assessed separately.

Regarding building parts of which the upkeep has been neglected or been exposed to abnormal wear and tear a deduction – in addition to the deduction according to the age table in Item 21.1.8 – will be added to the cost of *reinstatement* and repair. This also applies to building parts which are not specified in the age table.

Floors and walls are regarded as one unit in the event of damage to *wet rooms*.

#### 21.1.5 Acquisition of another building

If another *building* is acquired within 2 years for the same purpose instead of the damaged building, the loss shall be valued according to Item 21.1.1, in which connection, however, a deduction must be made for the increase in value that may arise through the deviation in usability and location.

#### 21.1.6 The building is not reinstated and another building is not acquired

If the damaged *building* is not reinstated or another *building* for the same purpose is not acquired within 2 years, the loss shall be valued as the difference between the building's *current value* immediately prior to and immediately after the loss.

#### 21.1.7 Impediments owing to law or regulations issued by public authorities

If the *reinstatement* of a *building* is prevented owing to law or regulations issued by public authorities, the insured is also entitled to compensation – residual value compensation – for what the remaining parts have thereby lost in value.

The insured is liable to comply with Moderna's instructions and to take the measures necessary at their own expense, such as seeking dispensation or appealing against decisions. If the instructions are not complied with, the insured is not entitled to compensation for the loss that arises through not being able to use the remaining parts of the *building*.

**21.1.8 Age table  
Building parts**

	No of years without deduction for age for materials and works	Deduction per subsequent year commenced
<i>Installation and mechanical equipment</i>		
• pipework systems, water radiators	20 years	5 %
• water heaters	5 years	8 %
• boilers	10 years	8 %
• air-to-air heat pump including compressor	2 years	15 %
• other heat pumps including compressor	4 years	10 %
• lifts	25 years	5 %
• solar panels, wind power plants, roof heating systems	5 years	8 %
• electrical installations, cables for telecoms, <i>computer</i> and cable TV	25 years	5 %
• lifts	25 years	5 %
• electrical loops in the floors	5 years	8 %
• kitchen fixtures and wardrobes	20 years	5 %
• installations and mechanical equipment other than domestic appliances	10 years	5 %
• sanitary ware	10 years	5 %
Radio and TV aerials (also satellite dishes), awnings, blinds And alarm devices	5 years	8 %
Paintwork, wallpaper and other wet linings (not <i>wet rooms</i> )	5 years	8 %
Floor coverings (not <i>wet rooms</i> )		
• wood and parquet flooring, solid wood - sanding and varnishing	20 years 10 years	5 % 10 %
• linoleum	20 years	0 %
• plastic, laminate	10 years	10 %
• ceramic, stone	20 years	3 %
• textile, other	4 years	10 %
Wet room coverings, including <i>moisture barrier</i>		
• floor and wall coverings (welded)	5 years	8 %
• ceramic tiles, natural stone, pebbles	15 years	5 %
• other materials and execution together with painting of wet room	5 years	10 %
Roofing		
• paperboard, canvas	10 years	10 %
• sheet metal, tiles, concrete tiles	25 years	5 %
• other coverings	15 years	5 %
Chimneys		
• steel or sheet metal	10 years	5 %
• other material	20 years	2 %

Depreciation for decrease in value is limited to no more than 80 % of the value of a building part that was in working order prior to the damage.

**21.2 Valuation of damage to *machinery* and building equipment**

**21.2.1 Machinery and property equipment that is reinstated**

If *reinstatement* takes place, the loss is valued at the cost of reinstating the object in a rational way as regards methods and material.

*Reinstatement* must take place as soon as possible, though no later than within 2 years.

The cost of the loss shall not include additional costs caused by repairs carried out during overtime or that arise through transport that takes place in a way other than by the usual means of transport.

No account may be taken of the reduction in value that the object – following repair – may possibly be deemed to have incurred through the loss.

If the object's equipment or potential yield is increased in conjunction with *reinstatement*, this shall be taken into account to a reasonable extent in the valuation.

**21.2.2 Machinery and property equipment with a value that is less than half the replacement value**

If an object at the time of the loss had reduced in value owing to age, wear and tear and obsolescence by more than half of the *replacement value*, the loss shall be valued at the cost of the *reinstatement*, though no more than the reduced value owing to age, wear and tear and obsolescence.

**21.2.3 Machinery and property equipment that is not reinstated**

If the damaged object is not reinstated within 2 years, the loss is assessed as the difference in the object's *current value* immediately prior to and immediately after the loss.

**21.2.4 Special rules for certain specified property**

*21.2.4.1 Computers including equipment*

Damage to *computers* including equipment shall be valued at the cost of *reinstatement*, though no more than the *current value*. The *current value* is determined as follows:

Age of the computer in months	Compensation of the replacement value (in per cent)
< 6 months	100 %
7–12 months	80 %
13–18 months	60 %
19–36 months	40 %
> 36 months	20 %

*21.2.4.2 Electrical equipment*

In the event of damage to windings – and consequential damage to base plates – for *electrical equipment*, loss is valued at the cost of *reinstatement* with a deduction for the decrease in value.

When calculating compensation for loss, the following deductions shall be made in respect of electrical motors, generators and transformers for the decrease in value for the *reinstatement* cost of the windings and base plates (that is, the cost of removal and reassembly, transport, materials and work):

Object	No of years without deduction	Deduction of each subsequent year commenced
Motor	10 years	5 %
Generator	15 years	4 %
Transformer	15 years	3 %

If the operating conditions are such that the windings have decreased in value at a significantly more rapid pace than as specified above, this must be taken into account by increasing the percentage rate and/or bringing forward the time of its application.

*21.2.4.3 Motor vehicle including several objects*

Damage to the following objects shall be valued at the cost of *reinstatement*, though no more than the *current value*

- motor vehicles and trailers for these
- forestry machines, for example processors or feller bunchers
- *machinery*, boilers, sheds and storehouses for construction and civil engineering operations

*21.2.4.4 Conduit and service pipes*

Damage to *conduit systems* and *service pipes* shall be valued at the cost of *reinstatement* – including the cost of locating and exposing the position of the damage together with back filling following the execution of repair work – with a deduction for any decrease in value.

A deduction for decrease in value is made at 5 % of the *reinstatement* cost referred to above per year commenced, counted from the day on which the property was first put into use.

#### 21.2.4.5 *Cooling/freezing compressors*

In the event of damage to cooling/freezing compressors, the loss shall be valued at the cost of *reinstatement* with a deduction for the decrease in value.

A deduction for the decrease in value is made at 10 % of the *reinstatement* cost per year commenced, counted from the third year from the date on which the property was first put into use.

#### 21.2.4.6 *Internal combustion engines*

In the event of loss to wearing parts of internal combustion engines (e.g. cylinder liners, pistons, bearings and cylinder blocks without loose liners), the loss shall be valued at the cost of *reinstatement* with a deduction for the decrease in value.

A deduction for the decrease in value is made at 15 % of the *reinstatement* cost of the parts per year commenced, counted from the day on which the motor was first put into use or was last renovated.

The percentage rate for annual depreciation is based on an annual operating time of 1,200 to 1,500 hours. If the annual operating time significantly deviates from this, this shall be taken into account by increasing or reducing the percentage rate.

#### 21.2.4.7 *Models, moulds and patterns, interchangeable tools*

Damage to models, moulds and patterns and also *interchangeable tools* shall be valued at the normal costs that accrue within two years to reinstate the objects. However, out-of-date objects shall be valued at no more than 25 % of the *reinstatement* costs.

#### 21.2.4.8 *Sheeting of polytunnels and tents*

Damage to sheeting of polytunnels and tents shall be valued at the cost of *reinstatement*, though no more than the *current value*.

#### 21.2.4.20 *Maximum depreciation*

Depreciation for decrease in value of property under Items 21.2.4.1 to 21.2.4.8 is limited to no more than 80 % of the value of an object that was in working order prior to the damage.

## 21.3 Valuation of goods

### 21.3.1 Goods, for sale

*Goods* that the insured has acquired for sale shall be valued at what it would have cost to replace them with new *goods* of the same kind at the time of the loss. If the value of the *goods* prior to the loss has reduced owing to obsolescence or another circumstance, they shall be valued taking this into account.

### 21.3.2 Goods, own production

*Goods* that the insured has manufactured or has had during manufacture shall be valued at the manufacturing costs – direct materials, storage overheads, direct earned income, costs of production and administrative expenses – at the time of the loss, though no more than the price for which it has since been possible to sell the property.

### 21.3.3 Goods, sold and ready for supply

*Goods* that have been sold and that are ready for supply shall – to the extent that supply cannot be fulfilled using other *goods* – be valued at the agreed selling price, less cost savings.

## 21.4 Valuation of other property

### 21.4.1 Drawings, records and computer information

The loss shall be valued at the normal costs that accrue within 2 years to reinstate the loss of information required for the operation that arises on account of the loss.

*Drawings, records and computer information* only refer to such drawings, registers or card indexes that contain information that must necessarily be recreated following the loss.

#### 21.4.2 Money and securities

Loss in respect of money and such documents of value that cannot be reinstated shall be valued at the cash value at the time of the loss. For other documents of value, the loss shall be valued at the normal costs that accrue within 2 years in respect of *reinstatement*.

#### 21.4.3 Property belonging to customers or other parties

The loss shall be valued according to the rules that apply to the type of object to which the property belongs, such as *machinery* or *goods*.

#### 21.4.4 Property belonging to employees

*Employees' property* that the insured has a duty to compensate under a collective agreement shall be valued in accordance with the rules contained in the collective agreement. *Employees' property* shall otherwise be valued according to Moderna's conditions for household insurance.

#### 21.4.6 Gardens and grounds

Loss shall be valued at what it costs to reinstate the *gardens and grounds*. When planting new bushes and trees, compensation shall only be paid for plants that are normally sold at garden centres and nurseries.

### 21.5 Valuation of Movable property

#### 21.5.1 Movable property

Movable property shall be valued according to the rules applicable to the respective type of object to which the property belongs under Items 21.2 to 21.4.

## 22. Compensation rules

The insurance shall not afford the insured any gain, but shall only provide indemnity for damage suffered, even if the insurance limit is greater.

### 22.1 Compensation for loss

Moderna shall pay compensation for

- the cost of the loss valued according to Item 21
  - debris clearance costs etc. according to Item 22.5
  - salvage costs according to Item 41.3, Chapter XX of the General Conditions of Contract (AB-DF),
- with a deduction for
- deductible under Item 23
  - any supplier undertakings under Item 39.4, Chapter XX of the General Conditions of the Contract (AB-DF)
  - any *underinsurance* or insufficient calculation amount under Item 22.4
  - other provisions that may have an impact on compensation, such as the consequences of disregarding the safety regulations under Item 38.20.

Compensation of no more than the insurance limit shall be paid for *first loss insurance*.

### 22.2 Forms of insurance

#### 22.2.1 Full value insurance

There shall be full insurance for *full value insurance* if the insurance limit corresponds to at least the amount calculated under Item 22.3. If there is full insurance, any loss that arises shall be compensated in its entirety up to the insurance limit, with the restrictions otherwise shown by the conditions.

### 22.2.2 Full value insurance with guaranteed reinstatement

If it is stated in the *insurance policy* that property is insured at *full value with guaranteed reinstatement*, any loss that arises shall be compensated in its entirety with the restrictions otherwise shown by the conditions.

### 22.2.3 First loss insurance

If it is stated in the *insurance policy* that property is insured as *first loss*, any loss that arises, including debris removal costs, shall be compensated up to the insurance limit with the restrictions otherwise shown by the conditions.

## 22.3 Setting insurance limits

### 22.3.1 Insurance limit for buildings - Full value insurance

The insurance limit for *buildings* shall correspond to the building's *replacement value* at the time of the loss.

### 22.3.2 Insurance limit for machinery and property equipment

The insurance limit for *machinery* and *property equipment* shall correspond to the machinery's *replacement value* at the time of the loss. This cost shall include all costs claimed to enable the object to be put into use.

### 22.3.3 Insurance limit for goods

The insurance limit for *goods* shall correspond to the value of the *goods* at the time of the damage under the valuation rules contained in Item 21.3.

### 22.3.4 Drawings, records and computer information

The insurance limit for drawings, archive documents and *computer information* shall correspond to the value under the valuation rules contained in Item 21.4.1.

### 22.3.5 Money and securities

The insurance limit for *Money and securities* shall correspond to the value under the valuation rules contained in Item 21.4.2.

### 22.3.6 Property belonging to customers or other parties

The insurance limit for *customers' property* or other parties shall correspond to the value under the valuation rules contained in Item 21.4.3.

### 22.3.7 Property belonging to employees

The insurance limit for *employees' property* shall be no more than 0.2 *price base amount* per employee or the higher amount that may be stated in the respective collective agreement.

### 22.3.9 Gardens and grounds

The insurance limit for *gardens and grounds* shall correspond to the value under the valuation rules contained in Item 21.4.6.

### 22.3.10 Movable property

The value of *movable property* shall correspond to the total value for a respective type of object under Items 22.3.2 to 22.3.7.

### 22.3.15 Common insurance limit

If the insurance limit is the same for several objects but less than the total value of the objects, compensation in the event of loss for such object shall only be paid for such proportion of the loss that corresponds to the situation between the insurance limit and the common value.

Applicable parts of this rule also apply to salvage and debris removal costs.



## 22.4 Underinsurance and insufficient calculation amount

### 22.4.1 Underinsurance for full value insurance

If there is no full insurance – *underinsurance* – compensation will only be paid for such proportion of the loss as the insurance limit represents in relation to Item 21.

### 22.4.2 Insufficient calculation amount for full value insurance with guaranteed reinstatement

The *policyholder* shall notify Moderna of any new building, extension or conversion work or other thereby comparable improvement to property insured at full value in order to be able to determine a new basis for the premium. If this is not done, compensation shall only be paid for such proportion of the loss as corresponds to the relation between the premium paid for the property in question and the premium that should really have been paid for the property.

### 22.4.3 Reduction of salvage and debris removal costs

In the event of *underinsurance* and an insufficient calculation amount, a corresponding reduction shall be made for salvage and debris removal costs.

## 22.5 Debris removal costs, etc.

The insurance compensates debris removal costs after indemnifiable loss at insured property according to the following rules.

In addition to the insurance limit, compensation is paid for the cost of necessary demolition, debris removal, transportation, destruction and deposition. However, total compensation is restricted to the insurance limit for *first loss insurance*.

### 22.5.1 Maximum compensation

#### 22.5.1.1 Goods

Maximum compensation for damage to *goods* is 20 % of the value of the *goods* at the time of the loss, though no more than 30 *price base amounts*.

#### 22.5.1.2 Pollution, etc.

Maximum compensation of 10 *price base amounts* shall be paid for pollution of or other impact at sea or on other areas of water or groundwater.

#### 22.5.1.3 Loss caused by nature and dam breaches

The total compensation for property, *interruption*, *loss of rent*, extra costs and debris removal is limited to

- 125 *price base amounts* per occurrence in the case of loss caused by
  - *landslide*, *landslip*, *rockfall*, *avalanche*, *earthquake*
  - breach of a dam for the storage of water, such as reservoirs at waterworks, milldams or fire dams (though see Item 39.6 of the General Conditions of Contract (AB-DF))
- 25 *price base amounts* per occurrence in the case of loss caused by *torrential rain*, melting snow, rising oceans, seas or watercourses when water is running in from the ground surface directly into a *building* or forced out of sewer pipes indoors.

#### 22.5.1.4 Malicious damage not linked to breaking and entering or breakout

Total compensation for property, *interruption*, *loss of rent*, extra costs and debris removal is limited to 125 *price base amounts* per occurrence of loss for malicious damage to insured property that is not linked to *breaking and entering* or *breakout*.

## 23. Deductible

### 23.1 Basic deductible

For each occurrence of loss, an amount comprising the insured's deductible is deducted from the estimated cost of the loss under Item 21, debris removal costs, etc. according to Item 22.5 and salvage costs according to Item 1.3, Chapter XX of the General Conditions of Contract (AB-DF).

The minimum deductible for the insurance is specified in the *insurance policy* (basic deductible).

The deductible for some claims is increased according to Item 23.2. If the basic deductible chosen is more than the special deductibles, the higher basic deductible shall apply.

If the insurance refers to several properties (land units) according to the Swedish Real Property Register, a deductible shall apply to each property. However, only one deductible shall apply if several properties are located in the same neighbourhood.

## 23.2 Special deductible

### 23.2.1 Discharges from installation or wet rooms

The deductible is 1 *price base amount* in addition to the agreed basic deductible for damage owing to a discharge from

- a *moisture barrier* with connections and bushings
- *installation*
  - owing to changes on account of age, such as *corrosion*, wear and tear or neglected maintenance, or
  - if the discharge is a consequence of freezing.

### 23.2.2 Loss caused by nature and dam breaches

The deductible is 1 *price base amount* in addition to the agreed basic deductible for loss caused by nature and dam breach under Item 6.2.2.1.

### 23.2.3 Snow pressure or snow slip

The deductible is 1 *price base amount* in addition to the agreed basic deductible for damage owing to *snow pressure* or snow slip.

### 23.2.4 Loss caused by a motorised vehicle

The deductible is 10 % of the amount of the claim, though at least 1 *price base amount* and at most 5 *price base amounts* for loss caused by a motorised vehicle in the event that compensation for motor traffic damage under the Motor Traffic Damage Act (1975:1410, TSL) has not been paid or where this Act does not apply.

### 23.2.5 Enclosed area

The deductible is 1 *price base amount* in addition to the agreed basic deductible for damage to property stored outdoors within an enclosed area.

### 23.2.6 Conduit systems and service pipes

The deductible is 0.5 *price base amount* in addition to the agreed basic deductible for damage to *conduit systems* and *service pipes*.

## 38. Safety regulations

### 38.1 General rules

In addition to the directions contained in Items 38.2 to 38.12, the insured shall comply with

- the directions referred to in the *insurance policy*, General Conditions of Contract (AB-DF) or in special conditions
- the Swedish Insurance Federation's technical recommendations FTR; see [www.forsakringsforbundet.com](http://www.forsakringsforbundet.com)
- the directions issued by manufacturers, suppliers, inspectors or corresponding aimed at preventing or limiting damage
- the directions – including application provisions – with a view to preventing or limiting damage laid down by law or ordinance concerning for example
  - flammable and explosive *goods* contained in the Act (2010:101) 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.

## 38.2 Safety regulations for certain objects – all claims

### 38.2.1 Computers and data media

#### 38.2.1.1 Computer environment

Computer facilities and machinery rooms shall be fitted with reliable and necessary power supplies as well as such equipment that protects against damage owing to lightning strike, power cut or variations in mains voltage.

If there is a service contract, Moderna is entitled to have a copy of the contract.

#### 38.2.1.2 Storage of laptops

Laptop *computers* at the *insured location* shall be kept hidden in a cabinet, drawer or similar at times other than normal working hours and opening times.

Laptop *computers* outside the *insured location* shall be kept safe with reasonable care. Examples of 'reasonable care' include keeping the property in view or locking it up in premises, a locked cabinet or drawers.

#### 38.2.1.3 Storage of original programs

Original copies of *software* shall be stored in a way that prevents copied and installed programs from being damaged or lost through one occurrence of loss.

#### 38.2.1.4 Storage of certificates for user rights

Licence certificates or licence ticket numbers shall be stored in a way that prevents the *licence* and installed programs from being damaged or lost through one occurrence of loss.

#### 38.2.1.5 Back-up routines

Daily back-ups shall be made during the working day or more frequently than normally applies within the Policyholder's area of operation.

Back-ups shall be complete and in working order.

#### 38.2.1.6 Storing back-ups

Back-ups shall be stored separately from the original (the computer's HDD) in a way that prevents the back-up and original from being damaged or lost through one occurrence of loss.

#### 38.2.1.7 Software fitted with hardware locks

*Hardware locks* may not be screwed directly into the computer output but must be connected via a cable. The lock shall be screwed into the desktop or corresponding. The *hardware lock* for laptops shall be stored separately from the laptop in a way that prevents the back-up and original from being damaged or lost through one occurrence of loss.

### 38.2.2 Drawings, records and computer information

In order to prevent damage to drawings and other archive documents (that is, registers, card indexes and the like), that it would not be possible to reconstruct in the event of damage without engaging experts, these shall be reproduced on microfilm or copied in some other way. The microfilm or copy shall be stored in such a way that it cannot be destroyed or damaged at the same time as the original. The rules under Item 38.2.1 apply to *computer information*.

### 38.2.3 Property of antiquarian, historical and artistic value

Property of antiquarian, historical and artistic value shall be specifically documented (e.g. with photos, drawings, etc.) and shall be included in a special inventory. The documentation in question shall be stored in such a way that it cannot be destroyed in conjunction with the property being damaged. This also applies to *K/Q listed buildings*.

### 38.2.4 Buildings or premises not in use

In order to prevent or limit damage to *buildings* or premises or parts of these that are not in use, such *building* or premises shall be subject to regular and, considering the

circumstances, appropriate supervision. The existing water system shall be turned off. Other safety regulations under Item 38 shall apply.

### 38.3 Safety regulations – Fire, snow pressure and snow slip

#### 38.3.1 Periodic inspections of electrical facilities

Electrical facilities shall be periodically inspected at the expense of the *Policyholder* to the extent prescribed by the Swedish Fire Protection Association's Electrical Board (see [www.elektriskanamnden.nu](http://www.elektriskanamnden.nu)) or by Moderna.

According to government instructions, 'electrical installations' comprise each electrical installation for such voltage, current or frequency that may be dangerous to people or property.

According to an agreement between insurance companies, the Swedish Fire Protection Association's Electrical Board shall be responsible for periodic inspections being carried out by an inspection engineer authorised by the Board.

A certificate for the inspection shall be issued by the inspection engineer. The *Policyholder* shall produce this for Moderna on request.

Faults and inadequacies that the inspection has drawn attention to shall be rectified by an authorised person within 2 months of the inspection.

The first periodic inspection shall be carried out within 1 year of the entire facility becoming subject to inspection. Subsequent periodic inspections shall normally be carried out every third calendar year, with no more than 40 months between inspections. Inspections may be conducted at some other frequency.

#### 38.3.2 Fire-extinguishing appliances and alarm devices

There shall be fire-extinguishing appliances and alarm devices to the extent specified by the municipal authority's fire or rescue service or by Moderna.

All prescribed safety devices shall be in operation. For example:

- fire extinguishers shall be full and functioning
- alarm devices shall be activated, operational and functioning according to the Swedish Insurance Federation technical recommendations FTR 110. When alarm transmission is required, an alarm shall reach a natural person who can take the measures necessary.

#### 38.3.3 Fire doors and other compartmentation devices

Fire doors, fire shields and other similar compartmentation devices must be closed or set up using devices to close the door, fire shield or compartmentation when smoke develops.

Holes made and other openings in fire compartmentation shall be sealed using type approved fire seal methods.

#### 38.3.4 Heaters

Combustible material shall be kept the required distance from the hot areas of fireplaces and waste gas flues or protected with insulation against overheating.

Heating units, portable driers and other mobile devices for heating using solid, liquid or gaseous fuel shall be of a type approved by the SP Technical Research Institute of Sweden or other authorised body.

Portable electrical heaters shall comply with applicable EU Directives – CE marked.

Portable heaters may not be used in flammable or potentially explosive areas.

Portable driers may only be used for heating *buildings* in conjunction with construction and civil engineering works.

### 38.3.5 Battery charging

When charging batteries for the propulsion of vehicles, the Swedish Work Environment Authority's instructions regarding lead batteries (AFS 1988:4) must be complied with.

### 38.3.6 Combustible materials stored outdoors

At times other than during normal working hours or opening times, packaging or other combustible material (e.g. loading pallets, plastic crates, waste etc.) may not be stored in loading bays, goods reception bays or other outdoor areas less than 6 metres from the *building*.

However, these regulations do not apply if the items are stored in closed and locked containers.

### 38.3.7 Smoking

Smoking may only take place at nominated places following the approval of Moderna or the municipal authority's fire or rescue services. There may be no smoking at other places.

### 38.3.8 Motorised vehicles

Motorised vehicles (motor vehicles, tractors, mobile machinery and off-road vehicles) may be brought in or used at premises or stores to the extent necessary for the work subject to the precondition that

- filling, emptying or replacing fuel containers and charging of batteries shall take place in a way that ensures safety and at a place that is otherwise separate from the premises or store
- permanent loading and unloading places are provided, including fire-extinguishing appliances
- Moderna or the municipal authority's fire or rescue services has granted consent for this, if the premises or store is flammable or potentially explosive.

Motorised vehicles may not be garaged within the manufacturing or warehouse's premises or store without the consent of Moderna or the municipal authority's fire or rescue services.

### 38.3.9 Special devices

Such devices, where there is a risk of overheating (e.g. heating equipment for saunas, kitchenettes and coffee machines) shall be fitted with timers that cannot be disconnected.

### 38.3.10 Hot Work that presents a fire hazard

#### 38.3.10.1 General safety regulations

The safety regulations for *Hot Work* apply to temporary workplaces where *Hot Work* is performed and where there may be a risk of *fire*.

*Hot Work* means welding, cutting, soldering, roofing, processing with high-speed *tools* and other work that entails heating or the formation of sparks. The insured is responsible in relation to Moderna for the following complying with the safety regulations below

1. the insured's corporate management
2. other employees of the insured
3. building contractors and other contractors engaged by the insured

If anyone referred to in Items 1 to 3 above does not comply with these safety regulations, compensation may be reduced or not paid in its entirety; see Item 38.20.

#### Notes

The special instructions under Item 38.3.10.2 also apply to *Hot Work* on roofs.

#### Permits

The party responsible for conducting *Hot Work* or allowing it to be conducted at temporary workplaces (e.g. the owner or user of a property, turnkey contractor or general contractor) shall appoint a PIA in writing, who shall assess whether the works involve a risk of *fire*.

If there is considered to be a risk of *fire*, *Hot Work* may only be performed subject to the precondition that the PIA:

- issues a permit for the works on the form provided by the Swedish Fire Protection Association (SBF): 'Permit/Checklist' for *Hot Work* or corresponding, which must be completed in full.
- ensures compliance with the following safety rules when the work is being performed.

The PIA may only delegate his responsibility if this has been approved in writing by the party who appointed him.

The PIA may not perform the *Hot Work*.

#### **Safety Regulation no. 1 - Authorisation**

A person who performs *Hot Work* that presents a fire risk shall be authorised to do so and have experience of fire protection. The same applies to the party who will be the fire watch. Training for authorisation shall be carried out according to the plan established by the insurance companies and SBF's Training Committee for *Hot Work*. A person who is regularly appointed to be the PIA shall have corresponding experience and have undergone corresponding training.

#### **Safety Regulation no. 2 - Fire Watch**

A fire watch shall be appointed and be present at the workplace – even during breaks at work – during periods when *Hot Work* is being performed and during the post-work monitoring period – of at least one hour – or another period that the PIA has specified in the Permit. The fire watch may not leave the workplace before the risk of *fire* has ceased. A fire watch is not required when the PIA assesses that it is obvious that the work can be carried out with the same level of safety without a fire watch.

#### **Safety Regulation no. 3 – Products that present a fire hazard**

A permit shall be acquired from the head of the municipal authority's fire and rescue services for work in spaces that contain or have contained goods that present a fire risk.

#### **Safety Regulation no. 4 – Cleaning and wetting**

The workplace shall be swept clean and, where necessary, wetted.

#### **Safety Regulation no. 5 – Combustible materials**

Combustible materials in or within the vicinity of the workplace must be removed, covered for protection or shielded.

#### **Safety Regulation no. 6 – Concealed combustible structural elements**

Structures that conduct heat and combustible structural elements that are concealed shall be investigated with regard to the fire risk, and should also be protected and made readily accessible for fire fighting work if a fire risk has been observed.

#### **Safety Regulation no. 7 – Defective seals, etc.**

Cracks, holes, lead-throughs and other openings in or within the vicinity of the workplace must be sealed and also checked with regard to the risk of *fire*.

#### **Safety Regulation no. 8 - Fire extinguishing devices**

Approved, functional and adequate fire extinguishing equipment shall be readily available for fire fighting work. This equipment refers to a hose with water or two certified hand-held fire extinguishers with a minimum rating of 34A 233B (at least 6 kg).

#### **Roofing requires:**

A hose with water and two certified hand-held fire extinguishers with a minimum rating of 34A 233B (at least 6 kg) and breaking tools (e.g. fireman's axe) and a portable spotlight. When conditions do not allow water to be used to extinguish fires (e.g. where there is a risk of freezing or where water pressure is low), the equipment should be supplemented with a further certified hand-held fire extinguisher with a minimum rating of 34A A 233B (at least 6 kg).

#### **Safety Regulation no. 9 - Welding Equipment**

Welding equipment must be free of defects. Acetylene cylinders should be equipped with a flash-back arrestor. Welding torches should be equipped with non-return valves for fuel gas and oxygen. Protective gloves and a shut-off key should be readily available.

**Safety Regulation no. 10 – Alarm systems**

It must be possible to alert the rescue services/fire brigade immediately. A working mobile phone shall be available when there are no stationary telephones close by. The person making the emergency call must know the address of the workplace.

**Safety Regulation no. 11 - Drying, heating and thawing**

When drying or heating by burning gas, the flame must be enclosed so that it cannot cause ignition.

**Safety Regulation no. 12 – Drying of sub-layer and application of sealing membrane**

When drying the sub-layer and applying a sealing membrane, the material may be heated to a maximum of 300°C.

**Safety Regulation no. 13 – Melting asphalt**

When melting asphalt, the equipment must be set up, handled and inspected in accordance with the "Säkerhetsregler för smältning av asfalt vid arbeten på tak och balkonger" [Safety Regulations for Melting Asphalt for Works on Roofs and Balconies] issued by SBF.

**38.3.11 Snow pressure and snow slip**

*38.3.11.1 Snow pressure*

In order to prevent damage owing to *snow pressure*, the insured shall remove the pressure of snow on the roof that may have an effect over the long-term. In the event of extreme precipitation, other extreme weather conditions or sudden weather changes, clearance shall be carried out at the first possible opportunity.

*38.3.11.21 Snow slip*

In order to prevent damage owing to snow slip, the insured shall remove snow on the roof. In the event of extreme precipitation, other extreme weather conditions or sudden weather changes, clearance shall be carried out at the first possible opportunity.

**38.4 Safety regulations – Water- and other discharges of liquid**

In order to prevent loss owing to discharges

- *installation* for water or other liquids shall have adequate insulation, and the temperature in the *insured premises* shall be sufficiently high to prevent damage through freezing
- internal *installation* for rain and meltwater shall satisfy the requirements imposed on wastewater pipes under the Building Regulations of the National Board of Housing, Building and Planning (BBR 18, BFS 2011:6) and applicable standards at the time of the erection or repair work
- *moisture barrier* in a wet room shall satisfy the functional requirements imposed under the Building Regulations of the National Board of Housing, Building and Planning and be executed according to applicable industry rules and standards at the time of the erection and repair work
- *installation* for water or other liquids shall be executed according to the industry rules and standards that apply at the time of the erection and repair work and shall also be tested and approved in the customary manner
- *goods* in *cellar premises* shall be set up on pallets at least 10 centimetres above floor level.

See also Item 38.12 Safety regulations – Tanks and oil damage

**38.4.1 Alarms**

Prescribed alarm devices shall be activated, operational and functioning according to the Swedish Insurance Federation's technical recommendations or, if such does not apply, in accordance with the manufacturer's recommendations or the recommendations of an installation firm approved by the insurance company. When alarm transmission is required, an alarm shall reach a natural person who can take the measures necessary.

**38.5 Safety regulations - Breaking and entering**

*Insured premises* must comply with the following protection requirements imposed. All prescribed safety devices are also required to be in operation. For example:

- locks shall be locked
- bolts shall be drawn
- alarm devices shall be activated, operational and functioning according to the Swedish Insurance Federation technical recommendations FTR 130. When alarm transmission is required, a signal shall reach a natural person who can take the measures necessary.

## Protection class 2

Unless otherwise stated in the *insurance policy*, the insurance applies with *protection class 2*.

The rules specified constitute examples of basic requirements. As circumstances change, instructions cannot be provided for every case. More detailed information about acceptable solutions for burglary protection can be found in Moderna's information leaflets with regard to protection classes 1, 2 and 3, which can be downloaded from Moderna's website [www.modernaforsakringar.se](http://www.modernaforsakringar.se), or in the applicable rules for Mechanical Burglary Protection SSF 200 that can be ordered from the Swedish Theft-Prevention Association, [www.stoldskyddsforeningen.se/startsidan/vara\\_produkter/foretagssprodukter](http://www.stoldskyddsforeningen.se/startsidan/vara_produkter/foretagssprodukter).

Other technical instructions can also be ordered from SSF, for example with respect to Electromechanical Protection, and the Security Guide which provides details of approved and recommended products for burglary protection.

### 38.5.1 Insured premises

The enclosing area of the *insured premises* (walls, floor, ceilings, door and window units, etc.) in relation to other premises in the *building* and in relation to the outside must in its entirety – both as regards the structural engineering design and locks and bolting devices – provide acceptable protection against *breaking and entering* and impede the removal of stolen goods.

Interior walls and intermediate floors together with ceilings that constitute part of enclosing area for *insured premises* shall have equivalent resistance against *breaking and entering* as external walls. Walls shall be tightly joined to the bearing structure. External walls, floor over base floors and roofs that meet the requirements for strength, impenetrability and thermal insulation contained in the National Board of Housing, Building and Planning (BBR 18, BFS 2011:6) are generally acceptable. A noninsulated external wall (for example a stud wall with a single *facing* of sheet metal, plastic or wood panelling) is not acceptable.

#### 38.5.1.1 Doors, front doors and shutters

'Doors' means door leaves and door jambs. As a minimum, doors must satisfy door Class 2 according to Swedish standard SS 817345 or alternatively resistance class (MK) 3 according to SS ENV 1627 or be strengthened to a corresponding level.

Doors, front doors and shutters in enclosing areas shall be locked using a lock unit approved by the insurance companies or using another locking device that has been approved by Moderna in this specific case.

For double doors, one door must be bolted both at the top and bottom using secure flush bolts, locked shut bolts or in an equivalent way.

Doors, front doors or shutters are not deemed to be locked if the key has been left in the lock. Locks with working lock twist release knobs are never *approved lock units*.

Wooden doors with locks shall be strengthened using certified door reinforcement plates on both sides. Other types of door (e.g. sliding doors) shall be strengthened in an equivalent way. Front doors or shutters require the same or equivalent design as for doors.

#### Notes

Approval is granted for electromechanical lock systems according to the rules contained in FTR 210.

Doors, front doors and shutters are not deemed to be locked if

- code media or keys are left in the lock system
- doors, front doors or shutters
  - are closed and the lock system is not in operation
  - are not closed and the lock system is not in operation



### 38.5.1.2 Windows

Windows (*glass*, casement, frames) and fixings shall provide acceptable protection against *breaking and entering*. 'Windows' also mean glass panes in doors and shutters and also glass wall sections.

Opening windows in enclosing areas shall be closed and bolted internally, regardless of location. This also applies to windows with intruder protection. Opening windows where the lower edge is less than 4 metres above ground level or other *standing level* shall be locked using special window locks according to Swedish standard SS 3620 of Class A as a minimum or have intruder protection.

However, ventilation windows over doors may be open if they have a stop bar that permits a maximum opening of 15 centimetres, or have intruder protection. The bar must be made of flat steel, no smaller than 5 x 30 millimetres.

### 38.5.1.3 Fire ventilators

Fire ventilators must be closed and bolted using a mechanical control device that is only accessible from the inside or which has intruder protection.

*Glass* or plastic fire ventilators located less than 4 metres above ground level, any other *standing level* or that are easily accessible in some other way shall have intruder protection, regardless of control device.

#### Notes

Examples of intruder protection for fire ventilators include steel grills designed so that the maximum opening is 150 x 300 millimetres.

### 38.5.1.4 Other openings

Other openings in enclosed areas, such as air ducts or vents that are larger than 150 x 300 millimetres shall have intruder protection.

#### Notes

Examples of acceptable intruder protection include

- an internally mounted grill or rolling shutter of minimum Class 3 according to the Swedish Theft Prevention Association's 'Standards for grills' SSFN 012 or according to SS-ENV 1627 Resistance Class 4, or
- an internally mounted polycarbonate plate in a metal frame that at least satisfies requirements according to SS-EN 356 Class P7B, or
- laminated *glass* that at least satisfies requirements according to SS EN 365 Class P7B and has been mounted in a stable frame. Laminated *glass* should not be confused with tempered *glass*.

Intruder protection shall be fitted according to the manufacturer's instructions in walls, frames or door leaves. All fixings shall be such that they cannot be dismantled from the outside without considerable difficulty.

Opening intruder protection shall be locked using *approved lock units*.

## 38.5.2 Locks and lock units

A lock comprises a lock unit which is made up of

- a lock housing with associated ratchet and also the lock accessories required for the lock to function and the appropriate locking plate for the lock, or
- a padlock including fittings.

### 38.5.2.1 Approved lock units

An approved lock shall satisfy at least lock class 3 in SS 3522 with a door reinforcement plate of at least class 4. This means among other things that an approved lock

- can only be opened and locked from both sides of the doors using the intended key
- may not have a lock twist release knob unless the handle can be blocked or disconnected so that the lock cannot be opened using this
- 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*.

#### 38.5.2.2 *Approved locking plates*

Approved locking plates shall satisfy at least lock class 3 in SS 3522.

#### 38.5.2.3 *Approved padlocks with approved fittings for doors, front doors or shutters*

When fitted internally, approved padlocks with approved fittings for doors, front doors or shutters shall satisfy at least padlock class 3 and when fitted externally they shall satisfy at least padlock class 4 according to SSFN 014 Standards for padlocks and SSF 018 Standards for padlock fittings.

#### 38.5.2.4 *Approved electromechanical lock systems*

An approved electromechanical lock system shall satisfy the rules of the Swedish Insurance Federation's technical recommendation FTR 210.

### 38.5.3 Handling of locks, codes, lock combinations or keys

Locks, codes, lock combinations or keys shall be immediately replaced or changed if there is reason to suspect that an unauthorised person has a key or knows the code or lock combination.

The key, code or lock combination for a *building* or *insured premises* shall be handled and stored in a secure way. For example, they may not be marked or located so that they can be identified by an unauthorised person. Nor may they be stored in such a way at the *insured premises* that it is easy for an unauthorised person to access them. Only those keys that exclusively lead to general spaces, such as the boiler room, rubbish disposal rooms, lift machine room or the like that are adequately separate from other premises, may be kept in a key box adjacent to the premises.

#### 38.5.3.1 *Keys for strong boxes, strong rooms or vaults*

Keys for *strong boxes*, strong rooms or vaults may not be stored at the same *insured location* as the box or vault. Such keys shall be stored in locked

- premises at another site that satisfy the same burglary protection requirements as apply to the *insured location* where the theft or malicious damage has taken place
- dwelling at the *insured location* when the person responsible for the key is living there
- dwelling at a location that is different to the *insured location*.

### 38.5.5 Theft from through a smashed window (smash and grab)

In order to be able to pay compensation over and above in total 20 % of the *price base amount* per window, the window needs to be specially protected up to at least 2 metres from ground level or 1.5 metres from another standing surface. If the window pane is made from laminated *glass* that satisfies the requirement of a minimum Class P6B no further protection is required for *protection class 2*.

If further protection is required, examples of acceptable special protection for windows include

- steel grills made from steel quality SS 1774 with a thread thickness of at least 4 millimetres in diameter, with maximum mesh openings of 60 x 60 millimetres, or
- internally fitted polycarbonate plates corresponding to the requirements contained in SS-EN 356 Class P6B.

The protection shall be fitted inside the *glass* panes.

### 38.5.6 Temporary storage at other locations

If property is temporarily stored at another place, the burglary protection at such a place shall satisfy at least the requirements according to *protection class 1* or, in the event of *temporary storage* at a dwelling, satisfy the reasonable precautions clause in Moderna's household insurance conditions.

#### 38.5.6.1 *Temporary storage of theft-prone property at other locations*

In the case of the *temporary storage* of *theft-prone property* at other locations, the burglary protection at such a place shall satisfy the same requirements as at the ordinary *place of storage*.

### 38.5.7 Enclosed area

Here, *insured premises* means an enclosed area that is specifically referred to in the *insurance policy* and that satisfies the following requirements.

**38.5.7.1 Enclosure of the insured premises**

The area where the insured property is stored shall be surrounded by an enclosure (fencing, walls, gates, front door, etc.) that in its entirety provides protection that is acceptable in the circumstances against *breaking and entering* and makes it difficult to remove stolen goods.

This enclosure shall comprise fencing or walls and be in total at least 2.20 metres high, of which the top 0.20 metres shall comprise at least two rows of barbed wire.

The enclosure shall be fixed close enough to the ground to prevent intruders coming in from under the enclosure. The enclosure's fixing devices, posts, struts, etc. shall be anchored into the ground in an acceptable way.

**Notes**

Examples of an acceptable design for fencing and walls include

- mesh fencing made from steel wire that is at least 3 millimetres with a mesh size not exceeding 50 x 50 millimetres
- wooden walls at least 25 millimetres thick
- sheet steel walls at least 1 millimetre thick.

**38.5.7.2 Gates, front doors and doors**

Gates, front doors and doors shall satisfy the same requirements for protection against *breaking and entering* as for fencing and walls shown above. A lock-off device shall be fitted to hinges for gates, front doors or doors to prevent lifting off when in a closed position.

Gates, front doors and doors shall be locked using an approved lock unit in accordance with Item 38.5.3. Gates, front doors and doors shall not be deemed to be locked if the key is left in the lock.

**38.5.8 Containers**

Here, *insured premises* means a container that is specifically referred to in the *insurance policy* and that satisfies the following requirements.

**38.5.8.1 Enclosure of the insured premises**

Containers shall have enclosures of at least 1.5 millimetres thick steel sheet on steel frames or have another design approved by Moderna for this specific case.

Any windows or other openings shall have intruder protection. Examples of intruder protection for containers include steel grills made so that the largest opening is 150 x 300 millimetres.

**38.5.8.2 Doors, front doors or shutters**

Doors, front doors or shutters shall provide acceptable protection against *breaking and entering* and be locked using an approved anti-theft door bar and approved padlocks with approved fittings that satisfy at least Padlock Class 4. Doors, front doors or shutters are not deemed to be locked if the key has been left in the lock.

**38.6 Safety regulations – Robbery and assault**

**38.6.1 Handling money and securities within insured premises at the insured location**

Anyone who handles *Money and securities* within *insured premises* at the *insured location* shall be at least 18 years old, unless another employee who has reached the same age is at the premises at the same time.

**38.6.2 Handling Money and securities etc. outside insured premises**

When transporting *Money and securities* outside *insured premises*, the person carrying out the transport shall have reached the age of 18.

If the value of the *Money and securities* exceed 2 price base amounts, the property shall also be transported

- in an approved case for the transport of cash and valuables that has been locked using a key that may not be carried by the person carrying out the transport, or
- jointly by at least two persons who have both reached the age of 18.

The property shall be transported by at least two persons who have both reached the age of 18 if the value of property consisting wholly or partly of precious metals, real pearls or precious stones, watches intended to be worn, or *works of art* exceed 2 *price base amounts*.

### 38.8 Safety regulations - Transport

In order to prevent damage to or theft of property that is being transported in a vehicle:

- the property shall be wrapped, packed, stowed or otherwise made ready for transport in an appropriate way
- the vehicle shall be locked and windows shall be closed in the event of short stops such as in conjunction with mealtimes and during loading and unloading. In addition, *theft-prone property* and *theft-prone machinery* shall be stored where it is protected from view.
- the property, in the event of stops other than those referred to above, shall be taken out of the vehicle unless it has been locked in premises that satisfy the applicable *protection class*.

#### 38.8.1 Alarms

Prescribed vehicle alarms shall be activated, operational and functioning according to the manufacturer's recommendations or the recommendations of the installation firm.

### 38.11 Safety regulations - Machinery

In order to prevent damage to insured *machinery, building machinery* or *installation*, the property shall

- have adequate insulation, and the temperature in the *insured premises* shall be sufficiently high to prevent damage through freezing
- be installed according to the manufacturer's recommendations or the industry rules and standards that apply at the time of erection and repair work and also be tested and approved in the customary manner
- be run and maintained according to the manufacturer's recommendations or applicable industry rules and standards.

#### 38.11.1 Alarms

Prescribed alarm devices shall be activated, operational and functioning according to the Swedish Insurance Federation's technical recommendations or, if such does not apply, in accordance with the manufacturer's recommendations or the recommendations of an approved installation firm. When alarm transmission is required, an alarm shall reach a natural person who can take the measures necessary.

### 38.12 Safety regulations - Tanks and oil damage

#### 38.12.1 Tanks

The instructions contained in enactments or issued by public authorities shall be complied with for tanks containing flammable, explosive or corrosive liquids. These instructions can be found in, for example,

- the National Board of Occupational Safety and Health's Code of Statutes (AFS 1994:53, AFS 2002:1)
- the Swedish Civil Contingencies Agency, MSB's/the Swedish National Inspectorate of Explosives and Flammable's instructions SÄIFS 1997:9
- the Swedish Environmental Protection Agency's Code of Statutes NFS 2003:24.

##### 38.12.1.1 Distance to heaters

Without Moderna's consent, oil heaters, fireplaces or any form of naked flames may not be less than 15 metres from a tank of flammable liquid.

##### 38.12.1.2 Filling and drawing off

When filling and drawing off, though at least once a year, the quantity of liquid in a tank holding more than 50 cubic metres shall be measured and recorded both before and after filling and drawing off respectively.

This record shall be produced in the event of damage or at the request of Moderna. This provision does not refer to continual drawing off. Another appropriate measure shall be used to check normal wastage and losses for such drawing off.

#### *38.12.1.3 Earthing and lightning conductors*

Tanks for flammable liquids shall be electrically earthed. Tanks that are not made of sheet metal shall also be fitted with a lightning conductor.

#### *38.12.1.4 Heating*

If the existing flammable liquid in a tank is heated in a way other than by using water or saturated steam with excess pressure of at least 0.8 MPa, the device shall be designed according to SÄIFS 1987:9.

#### *38.12.1.5 Excess pressure and pressure depression*

Tanks shall be designed or fitted with such devices to avoid any risk of the tank bursting owing to excess pressure or vacuum.

### 38.12.2 Oil damage

The insured shall comply with regulations contained in enactments or issued by public authorities that aim to restrict damage owing to escaping oil.

#### *38.12.2.1 Safety equipment*

In order to restrict damage and to be able to intervene quickly in the event of an oil leak, the facility shall have access to the equipment required to limit and clean oil and also the staff concerned shall have undergone the required training in such equipment.

### 38.12.3 Alarms

Prescribed alarm devices shall be activated, operational and functioning according to the Swedish Insurance Federation's technical recommendations or, if such does not apply, in accordance with the manufacturer's recommendations or the recommendations of an approved installation firm. When alarm transmission is required, an alarm shall reach a natural person who can take the measures necessary.

### 38.20 Consequence of non-compliance with safety regulations

If the insured at the time of the loss has not complied with a safety regulation referred to above, the compensation may be reduced or not paid in its entirety unless non-compliance may be deemed to be irrelevant to the loss.

The rules for consequences in the event of non-compliance with safety regulations are prescribed by Item 38.20, Chapter XX of the General Conditions of Contract (AB-DF).

## 41. Measures in the event of loss

In the event of loss, the insured shall take the measures prescribed by Item 41, Chapter XX of the General Conditions of Contract (AB-DF).

## 42. Loss adjustment provisions and time limit

In the event of damage, the insured shall comply with the provisions prescribed by Item 42, Chapter XX of the General Conditions of Contract (AB-DF).

## 43. Time for payment of compensation

Compensation shall be paid according to the rules prescribed by Item 43, Chapter XX of the General Conditions of Contract (AB-DF).

## II Business interruption insurance

When insuring a business, business interruption insurance is included if this has been specified in the *insurance policy*.

### 1. The insured and insured activities

The insurance relates to the activities specified in the *insurance policy* and applies to the *policyholder* as owner of the insured business.

### 2. When the insurance applies

The insurance applies to *interruption* that arises during the *indemnity period* as a consequence of indemnifiable loss under Item 7 that occurs during the period when the insurance is in force (period of insurance).

#### 2.1 Indemnity period

The *indemnity period* is 12 months unless otherwise stated in the *insurance policy* counted from the point of time when a loss according to Item 7 occurs.

### 3. Where cover is provided

#### 3.1 At the insured location

The insurance applies to *interruption* that arises at the insured business operation as a consequence of indemnifiable loss under Item 7.1 that occurs at the *insured location* specified in the *insurance policy*.

#### 3.2 At other locations

##### 3.2.1 Customer and supplier extension

In the event of customer and supplier interruption under Item 7.2.1, the insurance applies to indemnifiable loss that occurs within the Nordic countries, unless otherwise stated in the *insurance policy*.

##### 3.2.3 External supply cut

In the event of *interruption* as a consequence of a cut in the supply of electricity, gas, water or heating, telecommunications, radio communications, television and data communications according to Item 7.2.3, the insurance applies to loss that occurs within Sweden, unless otherwise stated in the *insurance policy*.

### 4. Insured interest

The insurance only refers to Policyholder's interests comprising the actuarial *contribution margin* not reducing or being lost owing to a restriction of the insured business during the *indemnity period*.

### 6. Insurance limit – maximum compensation

#### 6.2 Insurance limit

The insurance applies with the insurance limit specified in the *insurance policy*.

##### 6.2.2 Maximum compensation

In the event of *interruption* as a consequence of certain claims or damage to certain property, maximum compensation is limited as shown below, unless otherwise stated in the *insurance policy*.

*6.2.2.1 Loss caused by nature and dam breaches*

The total compensation for property, *interruption*, *loss of rent*, extra costs and debris removal is limited to

- 125 *price base amounts* per occurrence in the case of loss caused by
  - *landslide, landslip, rockfall, avalanche, earthquake*
  - breach of a dam for the storage of water, such as reservoirs at waterworks, milldams or fire dams (though see Item 39.6 of the General Conditions of Contract (AB-DF))
- 25 *price base amounts* per occurrence in the case of loss caused by *torrential rain*, melting snow, rising oceans, seas or watercourses when water is running in from the ground surface directly into a *building* or forced out of sewer pipes indoors.

*6.2.2.6 Transport*

Total compensation for property and *interruption* is limited to 2 *price base amounts* per occurrence of loss in the event of *interruption* as a consequence of loss in transit, and also during loading and unloading in conjunction with such transportation.

*6.2.2.7 Assembly, lifting, etc.*

Total compensation for property, *interruption* and extra costs within the specified *insured location* is limited to 10 *price base amounts* per occurrence of loss for *interruption* as a consequence of loss other than *fire* in conjunction with

- temporary *building*, installation, assembly, dismantling, maintenance and/or repair work
- temporary lifting and removal
- *trials* and *refurbishments*.

Total compensation is limited to 250 *price base amounts* per occurrence of loss for loss in conjunction with the property's normal maintenance work at the *insured location*.

*6.2.2.8 Malicious damage not linked to breaking and entering or breakout*

Total compensation for property, *interruption*, *loss of rent* and extra costs is limited to 125 *price base amounts* per occurrence of loss for *interruption* as a consequence of malicious damage that is not linked to *breaking and entering* or *breakout*.

*6.2.2.12 Customer and supplier disruptions*

Total compensation for *interruption* and extra costs is limited to 10 *price base amounts* per occurrence of loss for customer and supplier disruptions.

*6.2.2.13 Cordoning off ordered by the Rescue Service or Police Authority*

In the event of *interruption* as a consequence of cordoning off ordered by the Rescue Service or Police Authority, compensation, to the extent that compensation cannot be received from public funds, shall be provided by at most 10 *price base amounts* per occurrence of loss.

*6.2.2.14 External supply cut*

Total compensation for *interruption* and extra costs in the event of *interruption* as a consequence of a cut in the supply of electricity, gas, water or heat, telecommunications, radio communications, television and data communications shall be limited to 10 *price base amounts* per occurrence of loss.

## 7. What the insurance applies to

### 7.1 At the insured location

The insurance applies to *interruption* that arises at the insured business owing to

- a loss that is indemnifiable under Item 7, Chapter I Property Insurance
- access to the business being prevented owing to cordoning off ordered by the Rescue Service or Police Authority subject to the precondition that the cordoning off arises owing to an event that was not planned in advance.

### 7.1.1 Machinery consequential loss (Supplementary Contract)

If it is specified in the *insurance policy* that machinery consequential loss is included, the insurance applies to *interruption* that arises at the insured business owing to damage to

- insured *machinery*
- an insured individual machine
- insured *building machinery or installation* in a *building* that is indemnifiable owing to the machinery breakdown insurance that the *Policyholder* has taken out under Item 9, Chapter I Property Insurance.

### 7.1.2 Loss for which someone else is responsible

The insurance applies to *interruption* as a consequence of loss that is indemnifiable under Chapter I Property Insurance, even if compensation is not paid for property damage in the event that this results from the fact that a supplier or someone else who bears the risk for the property is responsible owing to a written contract, guarantee or similar commitment.

## 7.2 At other locations

### 7.2.1 Customer and supplier extension

The insurance applies to *interruption* that arises at the insured business owing to it not being possible to satisfy a supply contract as a result of indemnifiable loss under Item 7, Chapter I Property Insurance occurring within the Nordic countries at the customer or supplier with whom the *Policyholder* has a valid written contract. The insurance shall not apply for longer than the period of the remaining term of the supply contract.

'Customer and supplier disruption' does not mean *interruption* owing to an external supply cut according to Item 7.2.3.

### 7.2.3 External supply cut

The insurance applies to *interruption* that arises in the insured business owing to a cut in the supply of electricity, gas, water or heat, telecommunications, radio communications, television and data communications caused by sudden and unforeseen physical damage to feeders or associated supply units, exchanges or distribution stations within or outside the *insured location*.

## 8. Exclusions

### 8.2 Extended period of disruption

Compensation shall not be provided for losses due to extended *period of disruption* caused by

- the insured not promptly taking appropriate measures, even of a provisional nature, to resume or maintain the operation of the insured business
- a delay in the rectification of the cause of the disruption owing to the insured's financial situation, for example inadequate insurance cover or lack of capital.

### 8.3 Improvements, expansions or other changes

Nor shall compensation be provided for such loss caused by part of the *indemnity period* being used to improve, expand or otherwise change the damaged property over and above its *reinstatement* to the same condition as prior to the loss. This also applies to such changes as a consequence of a public authority measure.

## 21. Loss assessment rules

Loss shall be valued after the end of the *indemnity period*. The amount of the loss comprises the loss calculated as follows with a supplement for reasonable salvage costs.



## 21.1 Calculation of contribution margin

### 21.1.1 Contribution margin during the comparison period

The *contribution margin* is calculated during a comparison period that is the same length as the *indemnity period*, though no more than 12 months. The comparison period starts 12 months before the date on which the loss under Item 7 occurs. If the *indemnity period* is for longer than 12 months, the *contribution margin* calculated during the comparison period shall be increased considering the length of the *indemnity period*.

### 21.1.2 Expected contribution margin

If conditions prevail during the *indemnity period* that differ from those during the comparison period and these conditions are not connected to the damage, the *contribution margin* shall be adjusted by increasing or reducing the *contribution margin* derived according to the calculation for the comparison period.

The adjusted amount shall be deemed to constitute the *contribution margin* that the business would have yielded during the *indemnity period* had the loss not occurred.

### 21.1.3 Actual contribution margin

The *contribution margin* that the business actually yielded during the *indemnity period* is calculated taking into account the following:

- costs that are not insured shall, to the extent that they exceed that which proportionally corresponds to the business' reduced scope, be deducted from the *contribution margin* to the extent that the *Policyholder* can demonstrate that they entailed a reduction of the loss
- the *contribution margin* shall be increased by an amount corresponding to such reduction of the *contribution margin* caused by part of the *indemnity period* – over and above the period that would have been needed to reinstate the damaged property to the same condition as prior to the damage – being used for improvements, expansion or other changes, even those as a consequence of a public authority decision

### 21.1.4 Amount of loss

The amount of the loss comprises the expected *contribution margin* under Item 21.1.2 less

- the actual *contribution margin* under Item 21.1.3 that the business yielded during the *indemnity period*
- such costs included in the expected *contribution margin* under Item 21.1.2 that could have been saved during the *indemnity period*
- the *contribution margin* included in the compensation for property damage
- the interest yielded by the *Policyholder* during the *indemnity period* on the compensation for property damage
- such increase of the *contribution margin* that, as a consequence of the loss, has arisen during the *indemnity period* at another operation that the *Policyholder* runs himself or that is run by someone on his behalf.

## 22. Compensation rules

The insurance shall not afford the insured any gain but shall only provide compensation for loss of *contribution margin* caused by loss, even if the insurance limit is higher.

### 22.1 Compensation for loss

Moderna shall pay compensation for

- loss valued according to Item 21
- interest loss and/or reasonable interest expense during the *indemnity period* with regard to compensation being paid after the end of the *indemnity period*. When calculating interest loss, the rate of return shall be calculated according to the Riksbank's reference interest rate with a supplement of two percentage points
- salvage costs according to Item 41.3, Chapter XX of the General Conditions of Contract (AB-DF)

with a deduction for

- a *waiting period* according to Item 23
- any *underinsurance*
- other provisions that may affect the compensation, such as the consequences of non-compliance with the safety regulations under Item 38.20.

### 22.3 Setting insurance limits

The insurance limit shall correspond at least to the expected *contribution margin* under Item 21.1.2.

### 22.4 Underinsurance

If the insurance limit is lower than the *contribution margin* specified in Item 21.1.2, there is *underinsurance* and compensation shall only be paid for such proportion of the loss as the insurance limit represents in relation to the said *contribution margin*.

## 23. Waiting period

The following *waiting period* applies to each occurrence of loss.

A deduction for the *waiting period* is made from the amount of the loss, calculated according to Item 21.1.4, with a supplement for any interest loss and/or reasonable interest expense considering that compensation is paid after the *indemnity period* together with salvage costs according to Item 41.3, Chapter XX of the General Conditions of Contract (AB-DF).

### 23.1 Waiting period

Unless otherwise stated in the *insurance policy*, the *waiting period* is

- 72 hours in the event of *interruption* according to Item 7.1.1 Machinery consequential loss
- 72 hours in the event of *interruption* according to Item 7.2.1 Customer and supplier extension
- 72 hours in the event of *interruption* according to Item 7.2.3 Supply cut
- 24 hours for other loss

## 38. Safety regulations

The same safety regulations as contained in Item 38 of Section I Property Insurance apply to *interruption* insurance.

### 38.20 Consequence of non-compliance with safety regulations

See Item 38.20 of Section I Property Insurance as regards consequences of non-compliance with safety regulations.

## 41. Measures in the event of loss

In the event of loss, the insured shall take the measures prescribed by Item 41, Chapter XX of the General Conditions of Contract (AB-DF).

## 42. Loss adjustment provisions and time limit

In the event of loss, the insured shall comply with the provisions prescribed by Item 42, Chapter XX of the General Conditions of Contract (AB-DF).

## 43. Time for payment of compensation

Compensation shall be paid according to the rules prescribed by Item 43, Chapter XX of the General Conditions of Contract (AB-DF).

### III Loss of rent insurance

When insuring a *building*, *loss of rent* insurance is included if this has been specified in the *insurance policy*.

#### 1. The insured

The insurance applies to the *Policyholder* as the owner or usufructuary of an insured *building*.

#### 2. When the insurance applies

The insurance applies to *loss of rent* that arises during the *indemnity period* as a consequence of indemnifiable loss according to Item 7 that occurs during the term when the insurance is in force (period of insurance).

##### 2.1 Indemnity period

The *indemnity period* is 24 months unless otherwise stated in the *insurance policy* counted from the time of a claim under Item 7.

#### 3. Where cover is provided

##### 3.1 At the insured location

The insurance applies to *loss of rent* that arises for the insured business as a consequence of indemnifiable loss under Item 7.1 that occurs at a *insured location* specified in the *insurance policy*.

##### 3.2 At other locations

##### 3.2.3 External supply cut

In the event of *loss of rent* as a consequence of a cut in the supply of electricity, gas, water or heat, telecommunications, radio communications, television and data communications according to Item 7.2.3, the insurance applies to loss that occurs within Sweden, unless otherwise stated in the *insurance policy*.

#### 4. Insured interest

The insurance only refers to Policyholder's interests comprising *loss of rent* not arising owing to a restriction of the insured business during the *indemnity period*.

#### 6. Insurance limit – maximum compensation

##### 6.2 Insurance limit

The insurance applies with the insurance limit specified in the *insurance policy*. The amount is a *first risk*.

##### 6.2.2 Maximum compensation

In the event of *loss of rent* as a consequence of certain claims or damage to certain property, maximum compensation is limited as follows, unless otherwise stated in the *insurance policy*.

##### 6.2.2.1 Loss caused by nature and dam breaches

The total compensation for property, *interruption*, *loss of rent*, extra costs and debris removal is limited to

- 125 *price base amounts* per occurrence in the case of loss caused by
  - *landslide, landslip, rockfall, avalanche, earthquake*
  - breach of a dam for the storage of water, such as reservoirs at waterworks, milldams or fire dams (though see Item 39.6 of the General Conditions of Contract (AB-DF))
- 25 *price base amounts* per occurrence in the case of loss caused by *torrential rain*, melting snow, rising oceans, seas or watercourses when water is running in from the ground surface directly into a *building* or forced out of sewer pipes indoors.

**6.2.2.8 Malicious damage not linked to breaking and entering or breakout**

Total compensation for property, *interruption*, *loss of rent* and extra costs is limited to 125 *price base amounts* per occurrence of loss for *loss of rent* as a consequence of malicious damage to an insured *building* that is not linked to *breaking and entering* or *breakout*.

**6.2.2.13 Cordoning off ordered by the Rescue Service or Police Authority**

In the event of *loss of rent* as a consequence of cordoning off ordered by the Rescue Service or Police Authority, compensation, to the extent that compensation cannot be received from public funds, shall be provided by at most 10 *price base amounts* per occurrence of loss.

## 7. What the insurance applies to

### 7.1 At the insured location

The insurance applies to *loss of rent* that arises in the insured business owing to

- loss that is indemnifiable under Chapter I Property Insurance
- access to the business being prevented owing to cordoning off ordered by the Rescue Service or Police Authority subject to the precondition that the cordoning off arises owing to an event that was not planned in advance.

#### 7.1.1 Loss of rent in the event of machinery breakdown (Supplementary Contract)

If it is specified in the *insurance policy* that *loss of rent* in the event of machinery damage is included, the insurance applies to *loss of rent* that arises at the insured business owing to indemnifiable machinery damage under Item 9 of Chapter I Property Insurance that occurs for an insured *building machinery* or *installation*.

#### 7.1.2 Damage for which someone else is responsible

The insurance applies to *loss of rent* as a consequence of loss that is indemnifiable under Chapter I Property Insurance, even if compensation is not paid for property damage in the event that this results from the fact that a supplier or someone else who bears the risk for the property is responsible owing to a written contract, guarantee or similar commitment.

### 7.2 At other locations

#### 7.2.3 External supply cut

The insurance applies to *loss of rent* that arises in the insured business owing to a cut in the supply of electricity, gas, water or heat, telecommunications, radio communications, television and data communications caused by sudden and unforeseen physical damage to feeders or associated supply units, exchanges or distribution stations within or outside the *insured location*, if the cut lasts for more than 48 hours.

## 8. Exclusions

### 8.2 Extended period of disruption

Compensation shall not be provided for *loss of rent* due to extended *period of disruption* caused by

- the insured not promptly taking appropriate measures, even of a provisional nature, to resume or maintain the operation of the insured business
- a delay in the rectification of the cause of the disruption owing to the insured's financial situation, for example inadequate insurance cover or lack of capital.

### 8.3 Improvements, expansions or other changes

Nor shall compensation be provided for such *loss of rent* caused by part of the *indemnity period* being used to improve, expand or otherwise change the damaged property over and above its *reinstatement* to the same condition as prior to the loss. This also applies to such changes as a consequence of a public authority's measure.

## 21. Loss assessment rules

Loss shall be valued after the end of the *indemnity period*. The amount of the loss comprises the loss calculated as follows with a supplement for reasonable salvage costs.

### 21.1 Premises that are rented out

For premises that are rented out, the *loss of rent* is calculated as the difference between of the one part the reduction in the rent that the tenant may require according to law (Chapter 12 of the Land Code 1970:994) and of the other part reduced costs for heating, lighting, etc. and also interest on the compensation for property damage. When calculating *loss of rent*, a deduction shall be made for such increase in rental income that has arisen as a consequence of loss owing to the hiring out of other premises that the *Policyholder* owns.

#### 21.1.1 Premature notice of termination

If a tenant makes use of his right according to law to give notice terminating the tenancy agreement prior to term of tenancy expiring owing to the loss and the premises cannot be rented out for the remaining period while it is being repaired, *loss of rent* shall also be compensated for this period. However, compensation owing to this is provided for no more than three months.

The insurance only applies to such *loss of rent* that arises during the *indemnity period*.

## 22. Compensation rules

The insurance shall not afford the insured any gain but only compensation for *loss of rent* owing to the loss that has arisen even if the insurance limit is higher.

### 22.1 Compensation for loss

Moderna shall pay compensation for

- *loss of rent* valued according to Item 21
- interest loss and/or reasonable interest expense during the *indemnity period* with regard to compensation being paid after the end of the *indemnity period*. When calculating interest loss, the rate of return shall be calculated according to the Riksbank's reference interest rate with a supplement of two percentage points
- salvage costs according to Item 41.3, Chapter XX of the General Conditions of Contract (AB-DF)

with a deduction for

- deductible under Item 23
- other provisions that may affect the compensation, such as the consequences of non-compliance with the safety regulations under Item 38.20.

### 22.3 Setting insurance limits

The insurance limit shall correspond to the rental income during the *indemnity period* for an insured *building*.

## 23. Deductible

For each occurrence of loss an amount comprising the insured's deductible shall be deducted from the *loss of rent* that has arisen, valued according to Item 21, with a supplement for any interest loss and/or reasonable interest expense with regard to compensation being paid after the end of the *indemnity period*, together with salvage costs according to Item 41.3, Chapter XX of the General Conditions of Contract (AB-DF).

The same deductible as contained in Item 23, Chapter I Property Insurance shall apply to *loss of rent* insurance, unless otherwise stated in the *insurance policy*.

Just one common deductible (the maximum) applies to simultaneous property damage, *loss of rent* and/or additional costs.

## 38. Safety regulations

The same safety regulations as contained in Item 38, Chapter I of Property Insurance apply to *loss of rent* insurance.

### 38.20 Consequence of non-compliance with safety regulations

See Item 38.20 of Chapter I Property Insurance as regards consequences of non-compliance with safety regulations.

#### 41. Measures in the event of loss

In the event of loss, the insured shall take the measures prescribed by Item 41, Chapter XX of the General Conditions of Contract (AB-DF).

#### 42. Loss adjustment provisions and time limit

In the event of damage, the insured shall have complied with the provisions prescribed by Item 42, Chapter XX of the General Conditions of Contract (AB-DF).

#### 43. Time for payment of compensation

Compensation shall be paid according to the rules prescribed by Item 43, Chapter XX General Conditions of Contract (AB-DF).

## IV Extra costs insurance

When insuring a business or *building*, extra costs insurance is included according to Item 6.2.1.

### 1. The insured

The insurance relates to the activities specified in the *insurance policy* and applies to the *Policyholder* as the owner of the insured business or as the owner or usufructuary of an insured *building*.

### 2. When the insurance applies

Compensation is paid for the extra costs that arise during the *indemnity period* as a consequence of indemnifiable loss according to Item 7 that occurs during the period when the insurance is in force (period of insurance).

#### 2.1 Indemnity period

The *indemnity period* is 12 months unless otherwise stated in the *insurance policy* counted from the time when a claim under Item 7 occurs.

### 3. Where cover is provided

#### 3.1 At the insured location

The insurance applies to extra costs that arise at the insured business as a consequence of indemnifiable loss under Item 7.1 that occurs at a *insured location* specified in the *insurance policy*.

#### 3.2 At other locations

##### 3.2.1 Customer and supplier extension

In the event of extra costs as a consequence of loss at a customer or supplier under Item 7.2.1, the insurance applies to indemnifiable loss that occurs within the Nordic countries unless otherwise stated in the *insurance policy*.

##### 3.2.3 External supply cut

In the event of extra costs as a consequence of a cut in the supply of electricity, gas, water or heat, telecommunications, radio communications, television and data communications according to Item 7.2.3, the insurance applies to loss that occurs within Sweden, unless otherwise stated in the *insurance policy*.

### 4. Insured interest

The insurance relates, during the *indemnity period*, to reasonable extra costs for unavoidable measures aimed at maintaining the insured activities to the extent that they would have had if loss had not occurred.

### 6. Insurance limit – maximum compensation

#### 6.2 Insurance limit

The insurance applies with the insurance limit specified in the *insurance policy*. The amount is a *first risk*.

##### 6.2.1 Exempt amount

The insurance includes – even if this is not specified in the *insurance policy* – extra costs up to 5 *price base amounts*. This amount may be increased – the insurance limit referred to in the *insurance policy* comprises the maximum compensation.

##### 6.2.2 Maximum compensation

For extra costs as a consequence of certain claims or damage to certain property, maximum compensation is limited as follows, unless otherwise stated in the *insurance policy*.

#### 6.2.2.1 *Loss caused by nature and dam breaches*

The total compensation for property, *interruption*, *loss of rent*, extra costs and debris removal is limited to

- 125 *price base amounts* per occurrence in the case of loss caused by
  - *landslide, landslip, rockfall, avalanche, earthquake*
  - breach of a dam for the storage of water, such as reservoirs at waterworks, milldams or fire dams (though see Item 39.6 of the General Conditions of Contract (AB-DF))
- 25 *price base amounts* per occurrence in the case of loss caused by *torrential rain*, melting snow, rising oceans, seas or watercourses when water is running in from the ground surface directly into a *building* or forced out of sewer pipes indoors.

#### 6.2.2.7 *Assembly, lifting, etc.*

Total compensation for property, *interruption* and extra costs is limited to 10 *price base amounts* per occurrence of loss for extra costs as a consequence of loss other than *fire* within the *insured location* specified in conjunction with

- temporary building, installation, assembly, dismantling, maintenance and/or repair work
- temporary lifting and removal
- *trials* and *refurbishments*.

Total compensation is limited to 250 *price base amounts* per occurrence of loss for loss in conjunction with the property's normal maintenance work at the *insured location*.

#### 6.2.2.8 *Malicious damage not linked to breaking and entering or breakout*

Total compensation for property, *interruption*, *loss of rent* and extra costs is limited to 125 *price base amounts* per occurrence of loss for extra costs as a consequence of malicious damage that is not linked to *breaking and entering* or *breakout*.

#### 6.2.2.12 *Customer and supplier extension*

Total compensation for *interruption* and extra costs is limited to 10 *price base amounts* per occurrence of loss for customer and supplier disruptions.

#### 6.2.2.14 *External supply cut*

Total compensation for *interruption* and extra costs is limited to 10 *price base amounts* per occurrence of loss for extra costs as a consequence of a cut in the supply of electricity, gas, water or heat, telecommunications, radio communications, television and data communications.

## 7. What the insurance applies to

### 7.1 At the insured location

The insurance applies to the extra costs that arise at the insured business owing to loss that is indemnifiable under Chapter I Property Insurance.

#### 7.1.1 Extra costs in the event of machinery breakdown (Supplementary Contract)

If it is specified in the *insurance policy* that extra costs insurance in the event of machinery breakdown is included, the insurance applies to the extra costs that arise at the insured business owing to damage to

- insured *machinery*
  - an insured individual machine
  - insured *building machinery* or *installation* in a *building*
- that is indemnifiable owing to the machinery insurance that the *Policyholder* has taken out under Item 9, Chapter I of Property Insurance.

#### 7.1.2 Loss for which someone else is responsible

The insurance applies to additional costs as a consequence of loss that is indemnifiable under Chapter I Property Insurance, even if compensation is not paid for property damage in the event that this results from the fact that a supplier or someone else who bears the risk for the property is responsible owing to a written contract, guarantee or similar commitment.



## 7.2 At other locations

### 7.2.1 Customer and supplier extension

The insurance applies to the extra costs that arise at the insured business through not being able to fulfil a supply contract owing to indemnifiable loss according to Item 7, Chapter I of Property Insurance occurring within the Nordic countries at the customer or supplier with whom the *Policyholder* has an applicable written contract. The insurance shall not apply for longer than the period of the remaining term of the supply contract.

Customer and supplier disruptions' does not mean extra costs owing to an external supply cut according to Item 7.2.3.

### 7.2.3 External supply cut

The insurance applies to extra costs that arise at the insured business owing to a cut in the supply of electricity, gas, water or heat, telecommunications, radio communications, television and data communications caused by sudden and unforeseen physical damage to feeders or associated supply units, exchanges or distribution stations within or outside the *insured location*, if the cut lasts for more than 48 hours.

## 8. Exclusions

### 8.1 Costs excluded

The insurance does not cover

- property damage and depreciation
- costs that are due to the damaged property not being replaced immediately, provided the delay is not due to obstacles beyond the Policyholder's control
- loss of income or goodwill
- liquidated damages owing to delayed supply or failure to deliver
- extra costs that are due to faulty programming.

### 8.2 Extended period of disruption

Compensation shall not be provided for extra costs due to extended *period of disruption* caused by

- the insured not promptly taking appropriate measures, even of a provisional nature, to resume or maintain the operation of the insured business
- a delay in the rectification of the cause of the disruption owing to the insured's financial situation, for example inadequate insurance cover or lack of capital.

### 8.3 Improvements, expansions or other changes

Nor shall compensation be provided for such extra costs caused by part of the *indemnity period* being used to improve, expand or otherwise change the damaged property over and above its *reinstatement* to the same condition as prior to the loss. This also applies to such changes as a consequence of a public authority's measure.

## 21. Loss assessment rules

Loss is valued on an ongoing basis during the *indemnity period*. The amount of the loss comprises verified extra costs according to Item 4.

## 22. Compensation rules

The insurance shall not afford the insured any gain but only compensation for the extra costs that have arisen owing to the loss.

Moderna shall pay compensation on an ongoing basis during the *indemnity period* for

- loss valued according to Item 21

with a deduction for

- deductible under Item 23

### 22.3 Setting insurance limits

The insurance limit shall correspond to the extra costs that arise in respect of unavoidable measures with a view to maintaining the insured activities to the extent that they would have had if loss had not occurred.

## 23. Deductible

An amount comprising the insured's deductible shall be deducted from the extra costs calculated according to Item 21 for each occasion of loss.

### 23.2 Deductible

The same deductible as contained in Item 23, Chapter I Property Insurance shall apply to extra costs insurance, unless otherwise stated in the *insurance policy*.

Just a common deductible (the maximum) applies to simultaneous property damage, *loss of rent* and/or extra costs.

## 38. Safety regulations

The same safety regulations as contained in Item 38, Chapter I Property Insurance apply to extra costs insurance.

### 38.20 Consequence of non-compliance with safety regulations

See Item 38.20, Chapter I of Property Insurance as regards consequences of non-compliance with safety regulations.

## 41. Measures in the event of loss

In the event of loss, the insured shall take the measures prescribed by Item 41, Chapter XX of the General Conditions of Contract (AB-DF).

## 42. Loss adjustment provisions and time limit

In the event of loss, the insured shall comply with the provisions prescribed by Item 42, Chapter XX of the General Conditions of Contract (AB-DF).

## 43. Time for payment of compensation

Compensation shall be paid according to the rules prescribed by Item 43, Chapter XX of the General Conditions of Contract (AB-D