

POLICY SCHEDULE

DIRECTORS & OFFICERS LIABILITY INSURANCE

Product: Directors & Officers Liability Insurance
Policy Number: BDG/FL/30668/2023/1
Policy Holder: Region Skåne
Company Registration Number: 232100-0255
Address: VÄSTRA STORGATAN 12, 291 32 Kristianstad
Coinsured (if applicable): n/a

Insurer: Volante Underwriting Sweden AB on behalf of Lloyds Insurance Company S.A. UMR B1732TV068A21 (80%) and Hamilton Insurance DAC, UMR B1817ARN21C017 (20%)
Policy Period: <u>Inception date:</u> 1/1/2023 <u>Expiry date:</u> 31/12/2023
Premium excluding taxes: As per the invoice
Administration Fee: 6.5 %

Policy Limit of Liability: SEK 50,000,000 each claim and in the annual aggregate
Territorial Limits: Worldwide
Sub Limits: (Shared limits between the sublimited covers) Emergency Defence Costs: 10% of the policy limit each claim and in the annual aggregate Public Relations Expenses: 10% of the policy limit each claim and in the annual aggregate
Deductible: Insured Persons: SEK 0 Company Reimbursement: SEK 250,000 each claim
Retroactive date (if applicable): n/a
Continuous Cover Date (if applicable): n/a
Extended Reporting Period: 12 months at 0% additional annual premium 24 months at 175% additional annual premium 36 months at 225% additional annual premium
Retired Directors: 6 Years
Auto Acquisition threshold: 25% of total assets of the Policy holder

Endorsements:		
Endr.No	Title	Sub Limit
1	Notification of Claims	n/a
2	Blanket ODL	n/a
3	Bodily Injury and Property Damage Defence Costs	n/a
4	Environmental Damage Defence Costs	SEK 500,000
5	Subsidiary Company	n/a

Local Policies: N/A
General Wordings: BBG 2.5 - General Conditions and Definitions
Product Wording: Directors and Officers Liability Insurance BBDO 2.5
Other: N/A

Claims Notification Address: Sedgwick Sweden AB E-mail: info@se.sedgwick.com

Underwriters Signature:	
Date: 18/01/2023	

Endorsement No: 1

Notification of Claims

It is hereby noted and agreed that the 7.1 Notification of Claims is deleted in its entirety and replaced with the following:

7.1 Notification of Claims

The **Company** or the **Insured person** shall give the **Insurer** written notice of any **Claim** as soon as practicable after the Chief Executive Officer of the **Policy holder** becomes aware of any **Claim**, but under no circumstances later than twelve months after termination of the Policy period or the **Extended reporting period**, otherwise the right to indemnification or other insurance cover shall be forfeited.

Written notice to the **Insurer** shall be given to the **Claims** notification address specified in the Policy schedule and shall include the reasons for the anticipation of a **Claim**, with full particulars as to the circumstances, dates and persons involved.

All other terms and conditions of this **Policy** shall remain unchanged.

Endorsement No: 2

Blanket ODL

It is hereby noted and agreed that the definition for Outside entity is deleted in its entirety and replaced with the following:

Outside entity shall mean any entity in which any Director, Officer or **Employee** of the **Company** that serves or acts in his or her capacity as a **Director or officer** (or equivalent executive or management position in any country) of an entity at the **Company's** specific direction and request.

Outside entity shall not include and shall specifically exclude

- a) any **Subsidiary Company**,
- b) any **Financial Institution**; and
- c) any entity whose Securities are traded on a primary, secondary or other market in the United States of America or its territories or possessions, unless such **Financial Institution** or entity is specifically listed as an

Outside entity in an endorsement attached to this **Policy**.

All other terms and conditions of this **Policy** shall remain unchanged.

Endorsement No: 3

Bodily Injury and Property Damage Defence Costs

It is hereby noted and agreed that the following clause is added as extended insurance cover to the Policy wording under the exclusion for **Property Damage and/or Bodily Injury**:

The Insurer will pay on behalf of an **Insured person** any reasonable **Defence costs** incurred with the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed, incurred in defending a claim for a **Property Damage and/or Bodily Injury**.

The **Insurer's** liability under this clause shall not exceed the sub-limit of indemnity shown in the Policy schedule.

All other terms and conditions of this **Policy** shall remain unchanged.

Endorsement No: 4

Environmental Damage Defence Costs

It is hereby noted and agreed that the following clause is added as extended insurance cover to the Policy wording:

The **Insurer** will pay on behalf of an **Insured person** any reasonable **Defence costs** incurred with the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed, incurred in defending a claim for an **Environmental damage**.

The **Insurer's** liability under this clause shall not exceed the sub-limit of indemnity shown in the Policy schedule.

All other terms and conditions of this Policy shall remain unchanged.

Endorsement No: 5

Subsidiary Company

It is hereby noted and agreed that the definition for Subsidiary Company is deleted in its entirety and replaced with the following:

Subsidiary Company shall mean an entity in which the **Policy holder** stated in the schedule, either directly or indirectly through one or more other entities:

1. controls the composition of the board of directors;
2. holds more than 50% of the voting rights; or
3. holds more than half of the issued share capital or equity.

on or before the inception date of this **Policy**.

The definition of **Company** will be automatically extended to include any **Subsidiary** which the **Policy holder** first either directly or indirectly through one or more of its **Subsidiaries** acquires or creates after the inception of this Policy unless such **Subsidiary**:

1. has total consolidated assets which are greater than the auto acquisition threshold specified in the Policy schedule. The total consolidated assets of the new **Subsidiary** is compared with the total consolidated assets of the **Policy holder** (last audited annual report), or
2. has **Securities** publicly traded on any **Securities** exchange; or
3. is a **Financial institution**.

If a newly acquired or created **Subsidiary** falls into a) to c) above, such entity will be covered under this **Policy**, but only for a period of sixty (60) days from the date the **Policy holder** either directly or indirectly through one or more of its **Subsidiaries** first acquired or created such **Subsidiary**, or until the end of the Period of Insurance, whichever occurs first, provided the **Policy holder** pays any additional premium required by the **Insurer** in connection with such new **Subsidiary**.

The **Insurer** may in its sole discretion extend coverage for any such new **Subsidiary** beyond the sixty (60) day period provided that the **Policy holder**:

1. requests an extension of this **Policy** for such **Subsidiary** in writing to the Insurer; and
2. gives the Insurer sufficient details to permit the Insurer to assess and evaluate the potential increase in exposure; and
3. agrees to any additional premium and amendments to the **Policy** required by the Insurer at its sole discretion.

Unless otherwise agreed in writing and attached as an endorsement to this **Policy**, cover under this **Policy** for such **Subsidiary** first acquired or created after the inception of this **Policy** shall only apply for **Wrongful Acts** or other acts, facts or event covered under this **Policy**, committed or occurring or taking place after such entity is first acquired or created and whilst remaining a **Subsidiary** of the **Policy holder**.