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EnviroPro Policy

Policyholder: As Tallinna Jäätmete Taaskasutuskeskus
Policy Number: 2001306473



EnviroPro Policy

Schedule

Policy Number: 2001306473

1. Wording	EnviroPro (Europe) – (10/08) FI		
2. Policyholder	AS Tallinna Jäätmete Taaskasutuskeskus		
3. Policyholder's Main Address	Loovälja/Rebala küla Jõehtme vald, 74202 Harjumaa Estonia		
4. Insurance Coverage	Enviropro Environmental Impairment Liability Insurance per attached policy wording		
5. Insured Property	Tallinn Landfill, Loovälja/Rebala küla, Jõehtme vald, 74202 Harjumaa, Estonia		
6. Inception Date	21/12/2023		
7. Policy Period	From:	21/12/2023	To: 20/12/2024
	Both days inclusive		
8. Policy Aggregate Limit of Liability (total sum for all Claims in the aggregate including Defence Costs)	EUR 2,000,000		
9. Each Loss Limit of Liability (total sum for all Claims for each Loss including Defence Costs)	Each Loss = Aggregate unless otherwise specified Below: EUR 2,000,000		
9A. Sub-Limit of Liability in respect of Biodiversity Damage (total sum for all Claims in the aggregate including Defence Costs – see 9b below)	Not applicable		
9b. Sub-Limit of Liability in respect of Defence Costs relating to Biodiversity Damage (total sum for all Defence Costs in respect of Biodiversity Damage)	Not applicable		
9c. Sub-Limit of Liability in respect of Mitigation Expense	Not applicable		
10. Deductible (each and every Claim or Loss including Defence Costs and Mitigation Expenses)	EUR 25,000		



11. Retroactive Date	Pollution Conditions must commence on or after the date shown below. 02/06/2003
12. Premium incl. 15% commission	EUR 10,032 EUR 8,360 – EnviroPro cover EUR 1,672 – CPL extension on Endorsement 6
13. Insurer & Address	AIG Europe S.A. (Finland Branch) Kasarmikatu 44 00130 Helsinki, Finland
14. Covered Operations coverage on Endorsement 6 and illustration on Endorsement 7)	The Insured's activities in connection with the closing project as described in the report "Closing project of deposit site", EMTAK; EEP000509; EG10571005-0001, Tallinn 2014.

This policy is issued by AIG Europe S.A. sivuliike Suomessa with branch registration number 2922692-7. The branch office is located at Kasarmikatu 44, 00130 Helsinki, Finland. The branch phone number is +358 20 7010100. AIG Europe S.A. sivuliike Suomessa is a local branch of AIG Europe S.A. AIG Europe S.A. is an insurance company registered in Luxembourg with registration number B218806. Its registered address is 10B rue des Mérovingiens, 8070 Bertrange, Luxembourg.

If you are dissatisfied with our service, please contact AIG Customer Service. AIG Customer Service is available as per the below.

- By telephone: +358 207 010 100 (switchboard) (Monday–Friday 9 am–5 pm)
- By fax: +358 207 010 170
- By mail: AIG Europe S.A. sivuliike Suomessa, Customer Service, Kasarmikatu 44, 00130 Helsinki
- By e-mail: finlandbrokerdesk@aig.com

To help us deal with all comments quickly, please also quote the policy number and the insured.

A dispute between us is ultimately resolved as per the dispute resolution clause in the policy.

We do not provide advice or any personal recommendation about this insurance product.

Members of our sales team are paid a salary; we do not pay them bonuses or commissions directly linked to sales.

Helsinki, 11.12.2023

AIG Europe S.A. (Finland Branch)

Aino-Elina Alaperä
Underwriting Analyst
Casualty Nordics



ENVIROPRO POLICY

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ENVIROPRO POLICY

NOTICE

The following Notice is incorporated in and made a part of this Policy:

This is a claims made and reported policy.

The Policy is effective only when the accompanying Schedule is signed by an authorized representative of AIG Europe S.A. (Finland Branch). This Policy Schedule and Application and any endorsement attached hereto or marked thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout. This Policy and any Schedule or endorsement attached hereto or marked thereon supersedes any previous statement, promise or representation by the parties relating to the agreement or to its subject matter.

I. INSURANCE COVERAGE

Subject to all provisions, terms, conditions and exclusions of this Policy the total of all payments made shall be in excess of any applicable Deductible and shall erode the **Limit of Liability**. Payments shall be afforded solely with respect to **Claims** or **Loss** arising from **Pollution Conditions** that originated after the earlier of either the **Inception Date** or the **Retroactive Date**, and first made against an **Insured** and reported to the **Insurer** in writing as soon as possible once the **Insured** becomes aware of such during the **Policy Period**, or during the **Extended Reporting Period**, if applicable as required by this Policy.

The **Insurer** will indemnify the **Insured** against all unexpected and unintended **Loss** that the **Insured** shall become legally obligated to pay as a result of **Claims** or **Loss** arising from:

- A. **On-Site Clean-Up Costs** that the **Insured** becomes legally obligated to pay which are caused by **Pollution Conditions** on or under the **Insured Property**;
- B. **Bodily Injury** or **Property Damage** caused by **Pollution Conditions** whether they are **On-Site** or **Off-Site**;
- C. **Off-Site Clean-Up Costs** arising from the migration of **On-Site Pollution Conditions**.



II. DEFINITIONS

1. **Biodiversity Damage** means actual physical damage to or destruction of water, land or protected species or natural habitats for which the Insured is legally responsible has been incurred by the Insured under European Union Directive 2004/35/CE on environmental liability and/or any equivalent local legislation.
2. **Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress sustained by any person, including death resulting therefrom.
3. **Claim** means a written demand, notice or other written communication received by the **Insured** seeking a remedy and alleging liability or responsibility on the part of the **Insured** for **Pollution Conditions** and/or **Loss**. **Claim** also includes **Legal Proceedings**.
4. **Clean-Up Costs** means reasonable and necessary expenses, including legal expenses incurred with the Insurer's prior written consent, which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:
 - i. to the extent required by **Environmental Laws**;
 - ii. that have been actually incurred by any governmental or statutory body or agency, or by **Third Parties**;

Clean-Up Costs includes **Restoration Costs**.

5. **Defence Costs** means reasonable and necessary legal fees, costs and expenses incurred by or on behalf of the **Insured** with the prior written consent of the **Insurer** in the investigation, defence, adjustment, settlement or appeal of any **Claim**. **Defence Costs**, charges and expenses are included in **Loss** and reduce the **Limit of Liability** and are applicable Deductible.
6. **Employee** means any natural person who is or has been engaged by the **Policyholder** to work for compensation. **Employee** shall not mean any: (i) principal, partner or director; (ii) temporary contract labour, self employed person or labour-only sub-contractor.
7. **Environmental Laws** means any statute, statutory instrument, by-law, regulation, guidance or standards having the force of law, or any notice, order, instruction or judgment of any governmental or statutory body or agency or court concerning health and safety or environmental matters that are applicable to **Pollution Conditions**.
8. **Extended Reporting Period** means the additional period of time, if applicable, in which to report **Claims** or **Loss** following cancellation or expiration of coverage under this Policy.
9. **Inception Date** means the date of inception of this Policy as set forth in the Policy Schedule.
10. **Insured** means the **Policyholder** as well as:
 - i. any past or present principal, partner or director of the **Policyholder** while acting within the scope of their duties as such;
 - ii. any **Employee** while acting within the scope of their duties as such;
 - iii. any temporary contract labour, self-employed persons, labour-only sub-contractors, solely working for and under the direction and direct supervision of the **Policyholder**.
11. **Insured Contract** means a contract or agreement submitted to and approved by the **Insurer** and listed specifically on an endorsement to this Policy.



12. **Insured Property** means only the locations specifically identified in the Policy Schedule.
13. **Insurer** means: AIG Europe S.A. (Finland Branch)
14. **Limit of Liability** means the amount specified in the Policy Schedule.
15. **Legal Proceedings** mean litigation, arbitration, mediation, adjudication or any other process of dispute resolution.
16. **Loss** means **Pollution Conditions** resulting in any of the following:
 - i. any amount that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**, or for settlements negotiated by the **Insurer** with the consent of the **Insured**;
 - ii. **Clean-Up Costs**;
 - iii. **Defence Costs**;
 - iv. **Mitigation Expenses**.
17. **Microbial Matter** means fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mould, mildew or viruses, whether or not such **Microbial Matter** is living.
18. **Mitigation Expenses** means:
 - i. those expenses due to measures the **Insurer** has specifically directed the **Insured** to perform in order to avoid or mitigate the effects of **Pollution Conditions** which may give rise to a **Claim**;
 - ii. those expenses resulting from reasonable measures taken at the sole initiative of the **Insured** in good faith, either to avoid **Pollution Conditions** which may give rise to a **Claim** or in order to avoid or reduce any consequences thereof, in as much as these measures are **Urgent**.

Mitigation Expenses do not include any capital improvement or betterment expenses.
19. **Off-Site** means outside the boundaries of the **Insured Property**.
20. **On-Site** means within the boundaries of the **Insured Property**.
21. **Policy Period** means the period set forth in the Policy Schedule, or any shorter period arising as a result of cancellation.
22. **Policyholder** means the first person or first entity listed in the Policy Schedule.
23. **Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials in or on land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered. **Pollution Conditions** do not include **Microbial Matter**.



24. **Property Damage** means

- i. physical injury to or destruction of any **Third Party's** tangible property, including the resulting use and diminution in value thereof. However, **Property Damage** does not include diminution in value of a **Third Party's** tangible property that was at any time leased, rented, occupied or loaned to the **Insured**;
- ii. loss of use, but not diminution in value, of a **Third party's** tangible property that has not been physically injured or destroyed;
- iii. **Biodiversity Damage**;

Property Damage does not include any **Clean-Up Costs**.

25. **Responsible Insured** means any:

- i. director, officer, partner, manager or supervisor of the **Insured**;
- ii. control or compliance officer, or any manager of the **Insured Property**.

26. **Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the **Insurer's** prior written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean-Up Costs**. However, such **Restoration Costs** shall not exceed the net present value of such property prior to incurring **Clean-Up Costs**. **Restoration Costs** do not include costs associated with improvements or betterments.

27. **Retroactive Date** means the first date after which **Pollution Conditions** giving rise to **Loss** would be covered under this Policy. If no **Retroactive Date** is specified in the Policy Schedule, then this Policy's **Inception Date** applies.

28. **Third Party** means non-Insured.

29. **Underground Storage Tank** means any tank that has at least ten (10) percent of its volume below ground including associated underground piping connected to the tank.

30. **Urgent** means actions which pose an imminent danger of a **Pollution Condition** for which the **Insured** has no choice but to take immediate action, without having the possibility of obtaining the **Insurer's** prior written consent



III. EXCLUSIONS

The **Insurer** shall have no liability under this Policy in connection with any **Claim** or **Loss**:

1. Abandoned Property

arising from **Pollution Conditions** on, under or originating from the **Insured Property** and which commence subsequent to the time the **Insured Property** is abandoned, sold, given away, or operational control is relinquished;

2. Asbestos & Lead

arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. This exclusion does not apply to **Claims** for **Clean-Up Costs** for the remediation of soil and groundwater;

3. Contractual Liability

arising from liability of others assumed by the **Insured** under any contract or agreement, unless the liability of the **Insured** would have attached in the absence of such contract or agreement or the contract or agreement is an **Insured Contract**;

4. Employer Liability

- i. arising from **Bodily Injury** sustained by an **Employee** which arises out of and in the course of their employment;
- ii. imposed by the provisions of any:
 - a. workers' compensation legislation or under any similar legislation; or
 - b. accident compensation legislation or under any similar legislation;
- iii. for any obligation for which the **Insured** may be held liable under any Worker's Compensation Law or under any similar law;

This exclusion applies whether the **Insured** is liable as an employer or in any other capacity and to any obligation to share **Loss** with or repay **Third Parties** who must pay **Loss** arising from such **Bodily Injury**;

5. Expected or Unintended

arising out of :

- i. **Pollution Conditions** that are expected or intended from the standpoint of the **Insured**;
- ii. the **Insured's** failure to:
 1. make good or remedy any defect or danger or take such additional precautions as may be required as soon as possible after discovery of any **Pollution Conditions**;
 2. implement any remedial measures reasonably likely to, necessary for or



required to prevent or avoid any matter resulting in **Pollution Conditions**;

3. take reasonable steps, to use, maintain and upgrade their facility operations;

6. Fines & Penalties

arising out of:

- i. fines, penalties (civil or criminal), liquidated, punitive, aggravated or exemplary damages;
- ii. taxes;
- iii. non-pecuniary relief;
- iv. matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed;

7. Underground Storage Tank

arising from **Pollution Conditions** resulting from an **Underground Storage Tank** located on the **Insured Property** unless such **Underground Storage Tank** is scheduled on the Policy by endorsement;

8. Intentional Noncompliance

arising from **Pollution Conditions** based upon or attributable to any **Responsible Insured's** intentional, willful act or omission; or any deliberate non-compliance with any statute, statutory instruments, by-laws, regulation, guidance or standards having the force of law or notice of violation, notice letter, executive order, or instruction of any governmental or statutory agency or body;

9. Internal Expenses

for costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by any **Insured**, except if in the sole opinion of the **Insurer** such costs, charges or expenses have been incurred in response to any emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, or unless such costs, charges or expenses are incurred with the prior written approval of the **Insurer**;

10. Insured vs. Insured

by any **Insured** against any other person or entity who is also an **Insured** under this Policy. This exclusion does not apply to **Claims** initiated by **Third Parties** or **Claims** that arise out of an indemnification given by one **Insured** to another **Insured** pursuant to an **Insured Contract**;

11. Material Change In Use

arising from a change in operations at an **Insured Property** during the **Policy Period** that results in more stringent remediation standards than those imposed on the **Insured Property** at the **Inception Date** will be considered material.

12. Prior Knowledge/Non-Disclosure

arising from **Pollution Conditions** existing prior to the **Inception Date** and known by a **Responsible Insured** and not disclosed in the application for this Policy, or any previous policy for which this Policy is a renewal thereof;



13. Products Liability

arising from the **Insured's Products**;

For purposes of this Policy **Insured's Products** means goods or products manufactured, sold, handled or distributed by the **Insured** or others trading under the **Insured's** name, and includes containers (other than automobiles, rolling stock, vessels or aircraft), materials, parts or equipment furnished in connection therewith, and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof, or the failure to provide warnings or instructions;

14. War & Terrorism

arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalization or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organization;

15. Transportation

arising out of **Pollution Conditions** that result from the maintenance, use, operation, loading or unloading of any owned, leased or rented:

- i. land motor vehicle, trailer or semi-trailer licensed for travel on public roads, including any machinery or apparatus attached thereto;
- ii. aircraft, watercraft or rolling stock

beyond the boundaries of the **Insured Property**.



IV. NOTICE REQUIREMENTS AND CLAIM PROVISIONS

The **Policyholder** shall, as a condition precedent to the obligations of the **Insurer** under this Policy, give written notice to the **Insurer** of any **Pollution Condition, Claim** or **Loss** first made against the **Insured** as soon as practicable and during the **Policy Period**, or **Extended Reporting Period** if applicable. All notifications must be in writing or by facsimile, and addressed to:

AIG Europe S.A. (Finland Branch)
Claims Department
Kasarmikatu 44
00130 Helsinki, Finland
Fax: + 358 207 010 180

or other address(es) as substituted by the **Insurer** in writing.

If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.



V. COOPERATION, DEFENCE, AND SETTLEMENT IN THE EVENT OF POLLUTION CONDITIONS

- A. The **Insured** will at their own cost: (i) render all reasonable assistance to the **Insurer** and co-operate in the defense of any **Claim** or **Loss** and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Claim** or **Loss** under this Policy; give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Claim** or **Loss** or determine the Insurers' liability under this Policy;
- B. The **Insured** has the duty to Clean-Up **Pollution Conditions** to the extent required by **Environmental Laws**, by retaining competent professional(s) or contractor(s) mutually acceptable to the **Insurer** and the **Insured**. The **Insured** shall notify the **Insurer** of all actions and measures taken pursuant to this paragraph;
- C. The **Insurer** shall have the right but not the duty to defend any **Claim** or **Loss** covered under this Policy, and the **Insured** shall defend and contest any **Claim** or **Loss** made against them unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defense and settlement of any **Claim** or **Loss**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defense and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer**. The **Insurer** has the right at any time after notification of a **Claim** or **Loss** to make payment to the **Insured** of the unpaid balance of the Limit of Liability, and upon making such payment, all obligations of the Insurer to the **Insured** under this Policy, including, if any, those relating to defense, shall cease;
- D. As a condition precedent to cover under this Policy, no **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any **Defense Costs** without the prior written consent of the **Insurer**. Only those settlements, judgments and **Defense Costs** consented by the **Insurer**, and judgments resulting from **Claims** or **Losses** defended in accordance with this Policy, shall be recoverable under this Policy. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to exercise all of its rights under the Policy;
- E. As a condition precedent to cover under this Policy, the **Insured** must submit all **Mitigation Expense** documentation in writing to the **Insurer** for review and approval. Only those **Mitigation Expenses** validated by the Insurer as appropriate in their sole discretion shall be reimbursed subject to the Limit of Liability of this policy;
- F. The **Insurer** may make any settlement of any **Claim** or **Loss**, subject to such **Insured's** written consent. If any **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** or **Loss** shall not exceed the amount for which the **Insurer** could have settled such **Claim** or **Loss**, plus **Defense Costs** incurred as of the date of such settlement was first proposed in writing by the **Insurer**, less any coinsurance (if any) and the applicable Deductible.



VI. LIMIT OF LIABILITY AND DEDUCTIBLE

The following Limit of Liability Section shall apply irrespective of the number of **Claims**, claimants, **Pollution Conditions**, **Losses** or **Insureds** under this Policy:

A. Policy Aggregate Limit

The **Insurer's** total liability for all **Loss** shall not exceed the "Policy Aggregate" shown in the Policy Schedule.

If the **Insured** comprises more than one party, the **Insurer** will provide indemnity to each in the same manner and to our same extent as if a separate policy had been issued to each; provided that the **Insurer's** total liability for liability sustained by any or all of the **Insured's** combined shall not exceed the **Limit of Liability** stated in the Policy Schedule.

If notice of a **Claim** or **Loss** against an **Insured** is given to the **Insurer** pursuant to the terms and conditions of this Policy, then: (i) any subsequent **Claim** or **Loss** alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed **Claim** or **Loss**; and (ii) any subsequent **Claim** or **Loss** alleging any **Loss** which is the same as or related to any **Loss** alleged in that previously noticed **Claim** or **Loss**, shall be considered made against the **Insured** and reported to the **Insurer** at the time notice was first given. Any **Claim** or **Loss** arising out of, based upon or attributable to (i) the same cause, or (ii) a single **Loss**, or (iii) a series of continuous, repeated or related **Loss**, shall be considered a single **Loss** for the purposes of this Policy.

B. Deductible

This Policy will pay covered **Loss** in excess of the Deductible amount stated in the Policy Schedule. The Deductible amount applies to all **Loss** including **Defence Costs** arising from the same, related or continuous **Pollution Conditions**.

The **Insured** shall promptly reimburse the **Insurer** for advancing any element of **Loss** falling within the Deductible.



VII. CONDITIONS

- A. *Representations* - By accepting this Policy the **Insured** agrees that:
- i. the statements in the Proposal, broker submission, and any attachments are accurate and complete and acknowledges that the Insurer has issued this Policy in reliance upon those representations.
 - ii. the due observance of the terms of this Policy by all **Insureds** in so far as they relate to anything to be done or complied with are conditions precedent to any liability of the **Insurer**.
- B. *Assignment* - This Policy and any rights hereunder cannot be assigned without the written consent of the **Insurer**, which consent shall not be unreasonably withheld or delayed.
- C. *Subrogation* - In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including without limitation. The **Insured** shall do nothing to prejudice the **Insurer's** rights. Any recovery in excess of the **Insurer's** total payment shall be restored to the **Insured** less the costs of such recovery.
- D. *Changes* - This Policy can be changed only by a written endorsement that the **Insurer** makes to this Policy.
- E. *Fraudulent Claims*- If the **Policyholder** shall give notice or claim cover for any **Loss** under this Policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the Policy, and the **Insurer** shall have the right, in its sole and absolute discretion, to void its obligations under or void this Policy in its entirety, and in such case, all cover for **Loss** under the Policy shall be forfeited and all Premium deemed fully earned and non-refundable.
- F. *Cancellation* – This Policy may be cancelled by the **Policyholder** at any time only by mailing written prior notice to the Insurer or by surrender of this Policy to the **Insurer** or its authorized agent. In such case, if no **Claim, Loss or Pollution Condition** has been made or notified prior to such cancellation; **Insurer** shall retain the customary short rate proportion (unexpired portion of Premium less handling charges) of the Premium. Otherwise, Premium shall not be returnable and shall be deemed fully earned at cancellation.

This Policy may be cancelled by the **Insurer** delivering to the **Policyholder** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **Policyholder** set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of Premium), the cancellation shall be effective. Proof of the mailing or delivery of such notice shall be sufficient proof of notice and this Policy shall be deemed cancelled as to all **Insureds** at the date and hour specified in such notice. In such case, the **Insurer** shall be entitled to a pro-rata proportion of the Premium. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made as soon as practicable.

- G. *Other Insurance* – Where other insurance may be available for **Loss** covered under this Policy, the **Insured** shall promptly upon the request of the **Insurer** provide the **Insurer** with copies of all such policies. If other valid and collectible insurance, self-insurance programme or any equivalent policy irrespective of the amount thereof is available to the **Insured** for **Loss** covered by this Policy, the **Insurer's** obligations are limited as follows:



- i. This Policy is primary, and the Insurer's obligations are not affected unless any of the other insurance is also primary. In that case, the **Insurer** will share with all such other insurance by the method described in Paragraph 2. below.
 - ii. If all of the other insurance permits contribution by equal shares, the **Insurer** will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurable or none of the **Loss** remains, whichever comes first. If any other insurance does not permit contribution by equal shares, the **Insurer** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of liability to the total applicable limits of liability of all insurers.
- H. *Right of Access and Inspection* – To the extent that the **Insured** has such rights, any of the **Insurer's** authorized representatives shall have the right and opportunity but not the obligation to interview any **Insured** and to inspect at any reasonable time, during the **Policy Period** or thereafter, the **Insured Property**. Neither the **Insurer** nor its representatives shall assume any responsibility or duty to the **Insured** or to any other party, person or entity, by reason of such right or inspection. Neither the **Insurer's** right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others, to determine or warrant that the **Insured Property** or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any **Environmental Law** or any other law, rule or regulation. The **Policyholder** agrees at their own cost to provide appropriate personnel and any other resources to assist the Insurer's representatives during any inspection.
- I. *Access to Information* - The **Policyholder** agrees to provide the **Insurer** with access to any information developed or discovered by the **Insured** concerning **Loss** covered under this Policy, whether or not deemed by the **Insured** to be relevant to such **Loss** and to provide the **Insurer** access to interview any **Insured** and review any documents of the **Insured**.
- J. *Action Against Insurer* - No action shall lie against the **Insurer**, unless as a condition precedent thereto there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by the Policy. No person or organization shall have any right under this Policy to join the **Insurer** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Insurer** be impleaded by the **Insured** or his legal representative.
- K. *Jurisdiction & Governing Law*- Any interpretation of this Policy relating to its construction, validity or operation shall be made in accordance with the Laws of Finland.
- L. *Dispute Resolution Jurisdiction* – All disputes or differences concerning the construction or interpretation of the provisions of this Policy, whether arising before or after termination of this Policy, shall be submitted to arbitration in Finland according to the prevailing Arbitration Rules of the Central Chamber of Commerce of Finland. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by a panel of three arbitrators having knowledge of the legal and insurance issues relevant to matters in dispute. The **Insurer** and the **Policyholder** shall



each name one arbitrator and the third shall be appointed by the Arbitration Institute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators shall not be asked to, and shall not award attorneys' fees or other costs. The costs of the arbitrators, mediators and any arbitration fees will be borne equally by the **Insurer** on the one hand and the relevant **Insureds** on the other. Otherwise, each party shall bear its own costs of arbitration. In the event that separate disputes arise between the **Insurer** and several **Insureds** on related matters, these shall be resolved together or consecutively as the arbitrators or mediator shall consider appropriate.

- M. *Acknowledgment of Shared Limits* – By acceptance of this Policy, the **Policyholder** understands, agrees and acknowledges that the Policy contains a Policy Aggregate Limit that is applicable to, and will be shared by, all **Insureds** who are or may become covered hereunder. In view of the operation and nature of this shared Policy Aggregate Limit, the **Policyholders** and all other **Insureds** understand and agree that prior to filing a **Claim** under the Policy, the Policy Aggregate Limit may be exhausted or reduced by prior payments for other **Claims** under the Policy.
- N. *Bankruptcy or Insolvency* - The **Policyholder's** bankruptcy, insolvency or inability to pay the Deductible or the bankruptcy, insolvency or inability to pay of any of the underlying insurers will not relieve the **Insurer** from the payment of the **Loss** covered by this Policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require the **Insurer** to drop down, replace or assume any obligation under any primary insurance.
- O. *Reasonable Care* - The **Insured** shall take all reasonable care to prevent injury or **Loss** or damage and to maintain the premises, plant and all other business assets in good repair, and to comply with all statutory obligations and regulations.
- P. *Extended Reporting Periods* - If the **Insurer** cancels or does not renew this Policy, other than for non-payment of Premium or any breach of the terms of this Policy by an **Insured**, the **Policyholder** shall have the right to a period of 60 days following the date of cancellation or expiration in which to give notice of any covered **Loss** arising from **Pollution Conditions** that commenced before the end of the **Policy Period**. The **Extended Reporting Period** shall not apply if this Policy or its cover has been replaced.
- Q. *Administration*- The **Policyholder** has acted and shall act on behalf of each and every **Insured** with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of **Insureds**; (3) notices; (4) Premiums; (5) endorsements; (6) dispute resolution; and (7) payments to any **Insured**.
- R. *Plurals, Headings and Titles*- The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lead any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this Policy, words in **bold** typeface have special meaning and are defined. Words that are not specifically defined in this Policy have the meaning normally attributed to them.
- S. *Complaints* - A complaint which is not linked to a coverage decision in a claim can be made by sending an e-mail to finlandbrokerdesk@aig.com when the complaint reaches the person in charge of complaints at AIG Europe S.A. Finland Branch.



In addition to the above, in case of a complaint which is linked to a coverage decision in a claim the handler of the claim can be contacted, or an e-mail can be sent to finlandclaims@aig.com.

A complaint can also be made by writing to AIG Europe S.A. Finland Branch, Kasarmikatu 44, 00130 Helsinki, or by calling to 0207 010 100.

The matter number and/or policy number and a description of the complaint should be provided.

AIG Europe S.A. Finland Branch will acknowledge the complaint within 10 working days of receiving it and provide a response within 30 calendar days from receipt, unless it is prevented to do so, in which case the complainant will be informed about the reason and when a response can be expected.

Making a complaint as per the above does not affect the complainant's right to take legal action.

T. Legal Information about AIG

This policy is issued by AIG Europe S.A. (Finland Branch) with branch registration number 2922692-7. The branch office is located at Kasarmikatu 44, 00130 Helsinki, Finland. The branch phone number is +358 20 7010100. AIG Europe S.A. (Finland Branch) is a local branch of AIG Europe S.A. AIG Europe S.A. is an insurance company registered in Luxembourg with registration number B218806. Its registered address is 35D Avenue J.F. Kennedy, L-1855, Luxembourg.

If you are dissatisfied with our service, please contact AIG Customer Service. AIG Customer Service is available as per the below.

- By telephone: +358 207 010 100 (switchboard) (Monday–Friday 9 am–5 pm)
- By fax: +358 207 010 170
- By mail: AIG Europe (Finland Branch), Customer Service, Kasarmikatu 44, 00130 Helsinki
- By e-mail: finlandbrokerdesk@aig.com

To help us deal with all comments quickly, please also quote the policy number and the insured.

A dispute between us is ultimately resolved as per the dispute resolution clause in the policy.

We do not provide advice or any personal recommendation about this insurance product.

Members of our sales team are paid a salary; we do not pay them bonuses or commissions directly linked to sales.



These endorsements 1- 10 effective 21/12/2023 forms part of policy no. 2001306473 issued to AS Tallinna Jäätmete Taaskasutuskeskus by AIG Europe S.A. (Finland Branch)

Endorsement No. 1 - Landfill Amendatory Endorsement

It is hereby agreed that the following paragraphs are added to Section III. EXCLUSIONS:

16. Activity Use Limitation

arising from any violation or non-compliance with any activity use limitation, institutional control or deed restriction that is imposed or required to be implemented upon the **Insured Property(ies)** by any governmental entity with authority acting pursuant to **Environmental Laws**.

17. Running Engineering Controls / Operation and Maintenance (O&M) Costs:

arising out of **On-site Clean-Up Costs** due to or arising from the implementation, operation or maintenance of institutional or engineering controls, including but not limited to landfill gas monitoring or collection systems, capping systems or leachate collection systems at, on or under or associated with the **Insured Property(ies)**. This limitation however does not refer to necessary costs incurred in addition to the costs listed in the previous sentence above in response to covered **Pollution Conditions** only.

18. Groundwater & Surface Water Monitoring Costs

arising out of **On-site** and **Off-site Clean-Up Costs** due to or arising from groundwater or surface water monitoring (including monitoring only plans) costs conducted at the **Insured Property(ies)**, which monitoring is not implemented for the physical removal, remediation, or actual investigation associated with physical removal or remediation of any **Pollution Condition**.

19. Landfill Material

arising out of **On-site Clean-Up Costs** arising from or associated with landfill material located on or under the **Insured Property(ies)**. However, this Exclusion shall not apply to any **Pollution Condition** that has migrated beyond the boundaries of the permitted landfill cells on or under an **Insured Property(ies)**.

All other terms and conditions shall remain unchanged.



Endorsement No. 2 - IPPC Exclusion Endorsement

It is hereby agreed that the following paragraph is added to Section III EXCLUSIONS:

20. IPPC – IED Investigation

arising from any environmental investigation required as part of an application to operate, modify an existing application, or hand back a permit for an installation pursuant to Council Directive (96/61/EC) concerning Integrated Pollution Prevention and Control (IPPC) and Directive 2010/75/EU on Industrial Emissions any legislation transposing these Directives into domestic law.

All other terms, conditions and exclusions of the Policy remain the same



Endorsement No. 3 - Excess Insurance Endorsement

It is hereby understood and agreed that Section VII. CONDITIONS, Item G. Other Insurance is deleted in its entirety and replaced with the following:

Where other insurance may be available for **Loss** covered under this Policy, the **Insured** shall promptly upon request of the **Insurer** provide the **Insurer** with copies of all such policies. If other valid and collectible insurance is available to the **Insured** for **Loss** covered by this Policy, the **Insurer's** obligations are limited as follows:

- 1) This insurance shall apply as excess insurance over any other valid insurance, be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend.
- 2) Where this insurance is excess insurance, the **Insurer** will pay only its share of the amount of **Clean-Up Costs** or **Loss**, if any, that exceeds the total amount of all such other valid insurance.
- 3) This insurance is excess insurance over any policy, whether collectible or not, where the **Named Insured** is added as an additional insured to that policy.

All other terms and conditions shall remain unchanged.



Endorsement No. 4 - Voluntary Site Investigation Exclusion Endorsement

It is hereby agreed that the following paragraph is added to Section III EXCLUSIONS:

21. Voluntary Site Investigation

arising from any voluntary environmental investigation that is not required by **Environmental Laws** including, but not limited to, intrusive investigations or the taking or testing of soil and/or water samples from any of the **Insured Property(s)** for the purposes of discovering **Pollution Conditions**.

All other terms and conditions shall remain unchanged.



Endorsement No. 5 - Redevelopment Exclusion Endorsement

It is hereby agreed that the following paragraph is added to Section **III EXCLUSIONS**:

22. Redevelopment Exclusion

arising either directly or indirectly from the excavation or movement of any ground material (including, but not limited to surface soils and subsurface soils) from any construction, redevelopment, or refurbishment, on or at the **Insured Property**.

All other terms and conditions shall remain unchanged.



Endorsement No. 6 – Contractors Pollution Legal Liability Endorsement

It is hereby agreed that the following is added to Section I – INSURANCE COVERAGE

CONTRACTORS POLLUTION LEGAL LIABILITY

The **Insurer** agrees to pay **Loss** on behalf of the **Insured** that the **Insured** is legally obligated to pay as a result of **Claims** first made against the **Insured** and reported to the **Insurer** during the Policy Period for **Bodily Injury, Property Damage** or **Clean-Up Costs** caused by **Pollution Conditions** resulting from **Covered Operations**. The **Pollution Conditions** must be unexpected and unintended from the standpoint of the **Insured**.

For this Coverage to apply, all of the **Covered Operations** which result in a **Claim** must commence on or after the **Retroactive Date** stated in Item 8 of the Schedule attached to this Endorsement.

Coverage afforded under this endorsement is subject to the exclusions in Section III - EXCLUSIONS, except exclusions 3 and 15.

The following paragraphs are added to Section III. – EXCLUSIONS. This Policy does not apply to **Claims** or **Loss**:

- A. Any **Claim** based upon or arising out of **Pollution Conditions** existing prior to the inception date of this Endorsement, if any **Responsible Insured** knew or reasonably could have expected that such **Pollution Conditions** could give rise to a **Claim**.

This exclusion shall not apply to **Claims** based upon or arising out of **Pollution Conditions** which commenced during the term of a prior Contractors Pollution liability insurance issued by the **Insurer**, provided that:

1. The **Insured** has maintained Contractors Pollution Liability Insurance with the **Insurer** on a successive and uninterrupted basis for the period succeeding the **Pollution Condition**; and
2. The **Insured** made full and complete disclosure of such **Pollution Condition** on each renewal application for Contractors Pollution Liability insurance with the **Insurer**.

However, none of the preceding provisions shall restrict or prevent the **Insurer** from exercising its right to cancel or not renew the Policy or this Endorsement.

- B. Based upon or arising out of liability of others assumed by the **Insured** under any contract or agreement. This exclusion does not apply to liability:

1. Arising from **Covered Operations** performed by subcontractors of the **Insured**, provided such liability is assumed by the **Insured** in a written contract with its client for such operations and the **Claim** occurs subsequent to the execution of the contract;
2. Assumed in a contract or agreement that is an **Insured Contract**, provided that the **Claim** occurs subsequent to the execution of the contract or agreement; or



3. That the **Insured** would have in the absence of the contract or agreement.
 - C. Based upon or arising out of the ownership, entrustment, maintenance, operation or use of any watercraft, aircraft, **Motor Vehicle**, or rolling stock of any kind, which is owned, operated or rented by or loaned to the **Named Insured**. This exclusion does not apply to the **Loading or Unloading** of any watercraft, aircraft, **Motor Vehicle**, or rolling stock of any kind, whether owned, operated or rented by or loaned to the **Named Insured** or not.
 - D. Based upon or arising out of any waste or any products or materials transported, shipped, or delivered via **Mobile Equipment, Motor Vehicle**, aircraft, watercraft or rolling stock to a location beyond the boundaries of a site at which the **Covered Operations** are performed.
 - E. Based upon or arising out of professional services performed or rendered by the **Named Insured**, including but not limited to, recommendations, opinions and strategies rendered for architectural, consulting and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance equipment selection, and supervisory, inspection or engineering service. This exclusion does not apply to any **Claims** alleging liability against the **Named Insured** on the basis of improper supervision or lack of supervision of any sub-contractors performing **Covered Operations**.
 - F. Based upon or arising out of:
 1. Property Damage to the work performed by, or on behalf of the **Named Insured** or its parent, subsidiary or affiliate arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; or
 2. Property Damage to the Named Insured's Products.
- IV. Except as otherwise provided herein, the definitions in Section VI – DEFINITIONS apply to Coverage K and are amended as necessary to include reference to Coverage K. The following definitions are added to Section VI. – DEFINITIONS for Coverage K only.
 - A. **Clean-Up Costs** means costs and expenses incurred in the removal or remediation of soil, surfacewater, groundwater, or other contamination resulting from **Pollution Conditions**, provided such expenses:
 - a. Are specifically mandated by a governmental entity duly acting under the authority of environmental laws(s); or
 - b. Have been actually incurred by a governmental entity or by a third party.
 - B. **Covered Operations** means those physical operations and activities designated in Item 5 of the Schedule attached to this Endorsement which are performed by or on behalf of the **Named Insured** at a job site.
 - C. **Insured** means:
 1. The **Named Insured**;
 2. Any director, officer, partner, or employee of the **Named Insured** while acting within the scope of his/her duties as such; and



3. The client for whom the **Named Insured** performs or performed **Covered Operations**, provided that a written contract or agreement is in effect between the **Named Insured** and the client requiring the client to be insured. However, such clients are covered under this Coverage P solely with respect to **Loss** arising from **Covered Operations** performed by or on behalf of the **Named Insured**, and are not covered for any **Loss** arising from the client's own liability. Clients of the **Named Insured** are covered under this Coverage K only for Limits of Liability up to and not exceeding the amount required by the written contract with the **Named Insured** and subject to the Limits of Liability of this Policy.

D. **Insured Contract** means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury**, **Property Damage** or **Clean-Up Costs** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

E. **Loading or Unloading** means the handling of property at the job site where **Covered Operations** are being performed:

1. After the property is moved from the place where it is accepted for movement into or onto a watercraft, aircraft, **Motor Vehicle**, or rolling stock of any kind;
2. While the property is in or on a watercraft, aircraft, **Motor Vehicle**, or rolling stock of any kind; or
3. While the property is being moved from a watercraft, aircraft, **Motor Vehicle**, or rolling stock of any kind to the place where it is finally delivered;

but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the watercraft, aircraft, **Motor Vehicle**, or rolling stock of any kind.

F. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on premises owned or rented by the **Named Insured**;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.



5. Vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment, or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in 1, 2, 3, 4, or 5 above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Motor Vehicles**.

- a. Equipment designed primarily for:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing; or
 - iii. Street cleaning.
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers, and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
 - G. **Motor Vehicle** means an automobile, van, truck, trailer or semi-trailer designed to travel on public roads, but does not include **Mobile Equipment**.
 - H. **Named Insured's** Product means goods, products, or pieces of equipment, including component parts thereof and including other products in which such goods, products or pieces of equipment are incorporated, which are manufactured, sold, furnished, or supplied by the **Named Insured**, any subsidiary of the **Named Insured**, any entity which wholly or partly owns, operates or manages the **Named Insured** or any subsidiary of such entity, or any person under license from the **Named Insured**.
- V. Coverage is subject to Section V – LIMITS OF COVERAGE; DEDUCTIBLE, including the “Policy Aggregate” stated in Item 4 of the Declarations. The “Each Incident” and “Coverage Section Aggregate” limits of coverage, and the Deductible, applicable to Coverage K are set forth in Item 1 of the Schedule attached to this Endorsement.
- VI. The following policy provisions apply to this Coverage and are amended as necessary to include reference to this Coverage: Section I. – INSURING AGREEMENTS, 2. LEGAL EXPENSE AND DEFENSE; Section II. – NOTICE REQUIREMENTS AND CLAIM PROVISIONS, Paragraph A.; Section III. – RIGHTS OF THE INSURER AND DUTES OF THE INSURED IN THE EVENT OF ON-SITE OR OFF-SITE POLLUTION CONDITIONS OR POLLUTION RELEASE; Section VII. – CONDITIONS; and Section VIII. – EXTENDED REPORTING PERIOD.



All other terms, conditions and exclusions of the Policy remain the same.

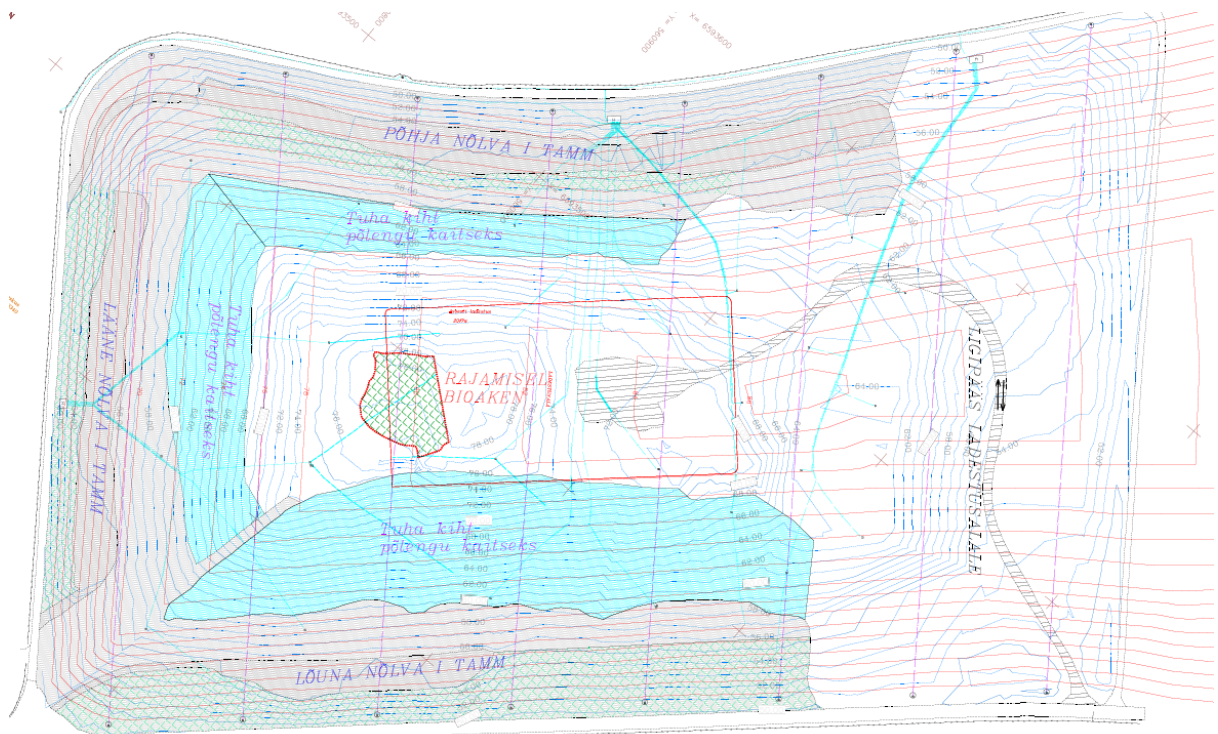
Endorsement No. 7 – Overview of Closing Project Endorsement

It is hereby agreed and understood that the below area marked with grey is the part of the landfill area being closed and now filled with ash. Pollution Conditions arising from this area is covered by the Contractors Pollution Liability cover on Endorsement 6; and

the area marked with blue is the area to be closed going forward. Pollution Conditions arising from this area is covered by the Contractors Pollution Liability cover on Endorsement 6; and

the area within the boundaries of the marked the red line is the landfill area still in use and also protected with a bio filter. Pollution Conditions arising from this area is covered by the EnviroPro Insurance cover A, B & C.

ILLUSTRATION OF CLOSING PROJECT





Endorsement No. 8: Sanctions Exclusion

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Finland, Grand Duchy of Luxembourg or the United States of America.

All other terms and conditions shall remain unchanged.

Endorsement No. 9 – Physical Cyber Endorsement

It is hereby agreed that the following changes are made to this Policy:

1. Section **1. Insurance coverage** is amended to include the following:

D. Pollution Conditions arising from a Cyber Event that originate out of the Insured Property.

2. Section **2. Definitions** is amended to include the following definitions which should be added alphabetically:

Cloud Service means any on-demand access to hosted computer infrastructure or computing platforms, including cloud computing services provided on an Infrastructure as a Service (IaaS) or Platform as a Service (PaaS) model, provided by any natural person or entity not owned, operated or controlled by an **Insured**.

Cloud Service does not include any cloud computing services solely on a Software as a Service (SaaS) model.

Cyber Event means an actual **Security Failure or System Failure**.

Data means electronically stored digital or digitized information or media.

Insured's Computer System means any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by the **Insured**. **Insured's Computer System** also includes any **Third Party** computer or electronic device (including mobile phones, tablets or computers owned or controlled by an **Employee** of an **Insured**) used to access an **Insured's Computer System** contained therein.

Non-Physical Cyber means the impacts of a **Cyber Event** that are intangible or financial only in nature, such as data destruction and ensuing non-physical-damage business interruption, or liability for disclosure of sensitive data.

Security Failure means:

1. any intrusion due to the failure of the security of the **Insured's Computer System**, including that which results in or fails to mitigate any unauthorized access, unauthorized use, denial of service attack or denial of access or receipt or transmission of a malicious code, malicious software or virus which causes the destruction, modification, corruption, damage or deletion of **Third Party Data** stored on any **Insured's Computer System**;
2. the disclosure of data:



1. due to the physical theft or loss of hardware controlled by the **Insured** (or components thereof); or
2. by an **Employee** of the **Insured**;
3. **Security Failure** also includes any such failure or intrusion resulting from the theft of a password or network access code from:
 - (a) an **Insured's** premises;
 - (b) an **Insured's Computer System**; or
 - (c) an officer, director or Employee of the Insured.

System Failure means any negligent act or negligent failure to act by an **Employee** of the **Insured** whilst operating, maintaining or upgrading the **Insured's Computer System**.

System Failure shall not include any negligent act or negligent failure to act by an **Employee** of the **Insured** whilst operating, maintaining or upgrading any **Cloud Service** used by the **Insured** or any **Third Party** computer or electronic device (including mobile phones, tablets or computers owned or controlled by an **Employee** of the **Insured**) used to access the **Insured's Computer System** or **Data** contained therein.

3. Section 3. **Exclusions** is amended to add the following:

16. Non-Physical Cyber
arising either directly or indirectly from Non-Physical Cyber.

All other terms and conditions shall remain unchanged.

Endorsement No. 10 – Fluorosurfactants Exclusion

Notwithstanding anything to the contrary stipulated in the Policy or endorsed thereon, it is hereby declared and agreed that:

The following paragraph is added to SECTION IV. EXCLUSIONS, 1. EXCLUSIONS – APPLICABLE TO ALL COVERAGES:

Fluorosurfactants Exclusion

This Policy does not apply to **clean-up costs, claims or loss:**

Arising from any product containing perfluorinated compounds (PFC) or per- and polyfluoroalkyl substances (PFAS), including but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorononanoic acid (PFNA), perfluorobutyric acid (PFBA), perfluorobutane sulfonic acid (PFBS), perfluoropentanoic acid (PFPeA), perfluorohexane sulfonic acid (PFHxS), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctane sulfonamide (PFSOA), perfluorodecanoic acid (PFDA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTTrDA), perfluorotetradecanoic acid (PFTeDA), or 6:2 Fluorotelomer sulfonate (6:2 FTS).

All other terms and conditions shall remain unchanged.

