

QBE Europe SA/NV

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# DIRECTOR'S & OFFICER'S LIABILITY INSURANCE

# DIRECTOR'S & OFFICER'S LIABILITY INSURANCE QUOTE SCHEDULE

1.	Issue date:	07 May 2021	
2.	Policy number:	072 000XXX	
3.	Insurer:	QBE Europe SA/NV, Belgium, Sweden Branch	
4.	Claims notification:	FAO: Financial Lines Claims QBE Europe SA/NV, Belgium, Sweden Branch Sveavägen 13 SE-111 57 Stockholm Sweden  Or by e-mail: <a href="mailto:claims-sweden@se.qbe.com">claims-sweden@se.qbe.com</a>	
5.	Policyholder and Insured:	Sparbanker enligt förteckning xx SE-xx Sweden	
6.	Period of Insurance:	From 01 July 2021 to 30 June 2021 at the policyholder's address (both days included)	
7.	Territory & Legal Actions (6.16)	This <b>policy</b> applies to <b>claims</b> wherever made, based upon acts occurring anywhere I the world	
8.	Limit of Indemnity:	Alt. 1) SEK 15,000,000, Alt. 2) SEK 20,000,000, Alt. 3) SEK 25,000,000, Alt. 4) SEK 30,000,000, Alt. 5) SEK 40,000,000, Alt. 6) SEK 50,000,000,  any one claim and in the aggregate including costs and expenses	
9.	Additional Limit for Non-Executive Directors (3.1)	SEK 1,000,000 per non-executive director limited to 30% of the Limit of indemnity in the annual aggregate including defence costs and expenses	
10.	Sub-limits of Indemnity:	Section	Sub-limit
		Civil fines and penalties (2.1.6)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Emergency Costs (3.4):	25% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Prosecution Cost (3.5)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Public Relations Expenses (3.6):	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Tax extension (3.7)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Foreign Corrupt practices act (3.8)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity

		Pollution defense costs (4.7)	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
		Pre-Investigation Costs (7.21):	10% of the limit of indemnity, being part of and not in addition to the limit of indemnity
11.	Retention:	Non indemnifiable loss: Nil Indemnifiable loss: SEK 250,000	
12.	Continuity date:	As per current policy	
13.	General Conditions:	PDOL010511v4 Directors' and Officers' Liability Insurance (Sweden)	
14.	Endorsement:	<ol style="list-style-type: none"> <li>1. When to notify</li> <li>2. Professional services exclusion</li> <li>3. Affirmative cyber</li> </ol>	
15.	Special conditions:	<p>The General Conditions are amended by adding:</p> <p><b>2.1.6 Civil fines and penalties</b></p> <p>The <b>insurer</b> agrees, subject to the terms, conditions, limitations and exclusions of this <b>policy</b>, to pay on behalf of or indemnify an <b>insured person</b> in respect of his liability for:</p> <p>civil fines and penalties where insurable by the law and regulation applicable to the <b>insurer</b> and to the <b>claim</b>, up to the sub-limit of indemnity specified in the schedule;</p> <p>arising solely from a <b>claim</b>, except to the extent that the <b>company</b> has indemnified the <b>insured person</b> in respect of that <b>claim</b>.</p> <p><b>3.8 Foreign Corrupt practices act</b></p> <p>It is hereby understood and agreed that the coverage afforded by this <b>policy</b> is extended to <b>claims</b> made against <b>insured persons</b> for any violation(s) of the Foreign Corrupt Practices Act, 15 USC Sections 78dd-1, 78dd-2 and 78dd-3 as amended by the International Anti-Bribery and Fair Competition Act of 1998, ("Foreign Corrupt Practices Act") of the United States of</p> <p>America and any similar legislation in any other jurisdiction, including but not limited to the UK Bribery Act.</p> <p>It is further understood and agreed that loss shall include fines and penalties assessed against any individual director or officer pursuant to Sec. 78ff(c) (2) or Sec.78dd-2 (g) (2) or Sec-78dd-3 (e) (2) of the Foreign Corrupt Practices Act. This shall specifically include those fines and penalties for which the <b>company</b> is not permitted to indemnify the <b>insured persons</b> to the fullest extent permitted by law.</p> <p>Furthermore, the sub-limit of indemnity specified in the schedule shall be part of and not in addition to the limit of indemnity specified in the schedule and will in no way serve to increase the <b>insurer's</b> limit of indemnity as therein stated.</p>	
16.	Extended reporting period	<p><u>Non-renewal (3.3.1 a):</u> 12 months at 75% of latest annual premium 24 months at 125% of latest annual premium 36 months at 175% of latest annual premium</p> <p><u>Former director or officer (3.3.1 b):</u> 6 years at no additional premium</p> <p><u>Insured persons in ceased subsidiaries (3.3.1 c):</u> 6 years at no additional premium</p>	
17.	Automatic cover for companies created or acquired (7.23.3):	Total assets maximum 15% of total assets of the company	
18.	Broker:	Söderberg & Parters AB	
19.	Brokerage:	Nil	

<b>20.</b>	<b>Annual Premium:</b>	As per premium matrix per type of bank and limit of indemnity
<b>21.</b>	<b>Subjectivities:</b>	This quote is subject to a signed no claims declaration

Signed by and on behalf of QBE Europe SA/NV, Belgium, Sweden Branch

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**Christian Mechler**  
**QBE Europe SA/NV, Belgium, Sweden Branch**

## Endorsement No. 1 - When to Notify

It is hereby noted and agreed that 5.1 When to notify is deleted in its entirety and replaced with the following:

The **Company** or the **Insured Person** shall give the **Insurer** written notice as soon as practicable, but no later than twelve months, after the Chief Executive Officer of the **Insured** or the **Insured person** becomes aware of any **Claim**.

The **insured** may at any time during the **Period of insurance** give the **Insurer** written notice of any circumstances that might reasonably be expected to give rise to a **Claim**.

All other terms, conditions and exclusions of the **Policy** shall remain unchanged.

## Endorsement No. 2 – Professional Services Exclusion

This **Policy** does not cover and excludes **Claims** directly or indirectly arising out of the **Company's** or an **Insured Person's** performance of or failure to perform professional services for others for a fee.

Provided however, that the foregoing exclusion shall not be applicable to any **Claim** against **Insured Persons** alleging a failure to supervise those who perform or failed to perform such professional services.

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

## Endorsement No. 3 – Affirmative Cyber

### LMA 5471 Cyber Risks Endorsement

(for attachment to Directors' and Officers' forms)

**Loss** (which is otherwise covered by an Insuring Agreement and not specifically excluded by the Policy or any endorsement) due to a **Cyber Act** or **Cyber Incident** will be payable subject to all of the terms, conditions, warranties, endorsements, and exclusions of this Policy.

#### Definitions

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Company** or any other party.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Loss** (as defined in the Policy to which this endorsement is attached)

All other terms and conditions of the **Policy** shall remain unchanged

## Fair processing notice – GDPR

To provide our services as an insurer, **QBE Europe SA/NV, Filial Sverige** will need to collect and use personal information. The types of personal information that we collect and our uses of that personal information will depend on your relationship with us but will include details such as name, address and contact details. If relevant, it will also include sensitive personal information (e.g. data concerning health) and information relating to criminal convictions and offences. The purposes for which we use your personal information will include evaluating insurance applications and providing quotes; providing insurance cover; handling claims; crime and fraud prevention and debt recovery.

We may obtain your personal information from or share it with third parties such as intermediaries, other insurers, reinsurers, loss adjusters, sub-contractors, our affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies, databases and register publically available sources and certain administrations and regulatory bodies for the purposes described in our Privacy Notice <https://qbe.se/privacy-policy/>.

Depending on the circumstances, we may transfer personal information outside Sweden and the European Economic Area to countries that have less robust data protection laws. Any such transfer will be made with appropriate safeguards in place.

**In some cases, we may need to process certain types of "sensitive personal information" such as information relating to your health and criminal convictions in order to provide our insurance services and pay claims. Unless another legal ground applies, we will need your consent. Similarly, if you provide us with sensitive personal information relating to a third party you confirm that you have obtained that third party's consent.**

**You can withdraw your consent at any time by notifying us, but if you do we may no longer be able to provide our insurance services or pay claims which might mean that the policy you are covered by will stop or your claim will not be paid.**

You have a right to access and rectify your personal data, and with legitimate reason you have right to restrict and erase data which concerns you. You may at any time request to exercise those rights by contacting us.

You can find out more about our use of personal information and the rights that you have by clicking here <https://qbe.se/privacy-policy/>. You can also request a paper copy of the Privacy Notice by contacting the Data Protection Officer by e-mail: at [dpo@uk.qbe.com](mailto:dpo@uk.qbe.com) or in writing to: The Data Protection Officer, QBE European Operations, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. We recommend that you review this Privacy Policy.

If you provide us with personal information relating to a third party you should provide them with a copy of this notice

## Complaints

It is the intention of the company to provide a first class service. Your usual Contact person remains your privileged interlocutor. He/she is able to provide you with all the information and explanations, thanks to his already thorough knowledge of your situation.

However, if the answer provided by your interlocutor does not satisfy you and should you wish to make a complaint, you may write, in the first instance, to

Email: [Nordics-complaints@qbe.com](mailto:Nordics-complaints@qbe.com);

or in writing to the following address: Att: Complaints Officer, Sveavägen 13, 115 57 Stockholm.

Please make sure to provide the references of the file concerned and any supporting documents. We will acknowledge receipt of your claim within five business days and respond as soon as possible and, at the latest, within two months, unless the complexity of the resolution may warrant a longer processing time. We will inform you if necessary. Deadlines run from the date of receipt of your claim.

If you are not satisfied with the way your complaint regarding QBE has been resolved, and you wish to take the matter further, you have the possibility to lodge your claim with the local district court.



**QBE Europe SA/NV, Filial Sverige**

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