



**GREENVAL INSURANCE**  
**BNP PARIBAS GROUP**

General Terms and Conditions  
Sweden

## **MOTOR FLEET VEHICLE INSURANCE**

General terms and conditions no. MFSE2021 001 010

The General Insurance terms, the Insurance policy and any of the policy supplements together, form the Insurance agreement with Greenval Insurance DAC (the Insurance Company), administrated by Arval AB (the Insurance Company's Swedish ancillary Insurance Intermediary) and applicable to motor vehicles owned/managed by Arval AB.

Swedish law governs this motor vehicle Insurance to the extent of which it does not deviate from the Insurance agreement.

### **Insurance Company**

Greenval Insurance DAC Trinity Point,  
10-11 Leinster Street South  
Dublin 2  
Ireland

Greenval Insurance DAC - reg. no. 432783, authorized and under supervision by Central Bank of Ireland.

### **Ancillary Intermediary**

Arval AB  
Box 80, 182 11  
Danderyd,  
Sweden  
Phone +45 70 26 50 60  
Mail: Sweden@greenval-Insurance.ie

Arval AB is a registered Ancillary Insurance Intermediary of Greenval Insurance DAC



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### **Claims helpline:**

**Arval - +46 (0)8 799 88 90**

Call this 24-hour number if you need to report a claim



## **Section 1 – General Conditions (including Policy Summary)**

### **1.1 The Insurer**

The Insurer is Greenval Insurance DAC ("Greenval" or "us" or "we" or the Insurer). Greenval is a private limited company registered in the Republic of Ireland, its registration number is 432783 and its registered office is at 2<sup>nd</sup> Floor, Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland. We are authorised and regulated by the Central Bank of Ireland, registration number C45741 and by the Swedish Financial Supervisory Authority (Swe: Finansinspektionen) for conduct of business in Sweden.

### **1.2 The Policy and Definitions**

The Policy consists of:

- The Policy Conditions detailed within this Policy:
  - Section 1 General Conditions (including Policy Summary)
  - Section 2 Policy Definitions;
  - Section 3A Motor Third Party Liability;
  - Section 3B Motor Third Party Liability – Extensions;
  - Section 3C Motor Third Party Liability – Exclusions;
  - Section 4A Damage to the Vehicle;
  - Section 4B Fire and Theft;
  - Section 4C Extensions to 4A and 4B;
  - Section 4D Exclusions and Limitations to 4A-C;
  - Section 5 Legal Protection
  - Section 6 Foreign Use Cover; and
  - Section 7 Additional General Conditions
  - Section 8 Data Protection

### **1.3 Please read this Policy**

It is important that the Policyholder reads the Policy to ensure that the Policyholder understands it and that it meets their requirements. Should the Policyholder have any queries regarding any of the Policy documents, please contact Arval at +46 (0)8 799 88 90.

### **1.4 The Policyholder, the Territory of cover and the Period of Insurance**

**1.4a** The Policyholder means any person to whom a Policy has been issued

**1.4b** The Territory is Sweden and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from using motor vehicles (number 72/166/CEE) excluding Iran, Kosovo, the northern part of Cyprus, Morocco, Tunisia and Nagorno-Karabakh.

**1.4c** The Commencement Date of the Policy (but subject to the conditions of this Policy) is the date indicated in your Master Lease Agreement.

**1.4d** The Period of Insurance is the twelve month period from the Commencement Date, specified in the Master Lease Agreement. The insurance policies are valid one insured period at a time and shall be automatically renewed unless terminated by either party and remain valid.

Greenval reserves the right to modify the Premium in accordance with Section 7.15 of this Policy: The new Premium, IPT and any applicable levy together with the new Policy will be notified to the Policyholder prior to the anniversary of the Commencement Date. Unless receipt of contrary instructions from the Policyholder are received prior to the anniversary



of the Commencement Date, the Policy will renew at the new Premium. The terms provided will be subject to timely receipt of the Premium, IPT and any applicable levy in accordance with Section 1.6 of this Policy. Terms provided are also subject to the Insurer's rights in Section 1.6.3 and Section 6 of this policy generally.

## **1.5 Changes which may affect the Risk**

The Policyholder must notify the Insurer at the earliest opportunity of any changes within the knowledge of the Policyholder which may affect the risks to the Policyholder under this Policy. Failure to do so could result in the Insurer refusing Indemnity partially or fully under the Policy. The aforementioned shall not affect an injured party's claim to Motor Traffic Damage pursuant to Section 17 of the Swedish Motor Traffic Damage Act. The insurer may also have the right to terminate the policy where an incorrect person has been registered as the policyholder.

The changes include but are not limited to:

- There is a change in the Policyholder's leasing and/or management contract with Arval, including if this leasing and/or management contract expires or terminates for any reason; or
- A Vehicle is modified or changed in a way from the manufacturer's original specification and/or in a way contrary to the provisions of Section 2.34 below.
- There is a change in the purpose for which a Vehicle is used; or
- There is a change in estimated annual mileage provided by the Policyholder for the Vehicles; or
- If any Vehicle will be driven or based outside of Sweden;

## **1.6 The Insurance Premium,**

- 1.6a** The Premium is calculated as a 12 month charge and is the amount determined by the Insurer by reference amongst other things to the number of Vehicles covered and the types of cover purchased by the Policyholder. The Premium is payable by the Policyholder in monthly instalments, and within 10 working days of the date of the invoice.
- 1.6b** The Insurance Premium, Tax and any applicable levy will be collected by Greenval. The monthly instalment will be considered paid by the Policyholder upon receipt of same by Arval Sweden.
- 1.6c** Where the Policyholder does not pay an Instalment on the due date, the Insurer shall be entitled to give the Policyholder ten (10) working days stating that the Policy will lapse if the Instalment is not paid within that period or within such period as provided in the Swedish Motor Traffic Damage Act and/or the Swedish Insurance Contracts Act. Upon lapse of the Policy the Insurance Certificates/Greencard becomes null and void.
- 1.6d** The Premium may be modified as provided in Section 7.15 below in which case the Policyholder undertakes to pay the modified Insurance Premium as provided in that Section.

## **1.7 Compliance with the Policy and the Law**

The Policyholder undertakes to comply with all laws and regulatory requirements during the Period of Insurance. This includes the conditions of the Policy as well as laws relating to the Policyholder's operation, and use of the Vehicle.



## **1.8 Motor Third Party Liability**

The Insurer will indemnify the Insured as provided in Section 3A of the Policy, and for any of the Extensions as set out in Section 3B where so provided in the Master Lease Agreement, subject to the Policyholder complying with the terms of the Policy and subject to the Policy's limitations, conditions and exclusions.

### **1.8a Damage to the Vehicle**

The Insurer will provide cover for damage to the Vehicle as set out in Section 4A, where so provided in the Master Policy/Master Lease Agreement, subject to the Policyholder complying with the terms of the Policy and subject to the Policy limitations, conditions and exclusions.

### **1.8b Fire and Theft**

The Insurer will provide cover for fire and theft as set out in Section 4B, where so provided in the Master Policy/Master Lease Agreement, subject to the Policy limitations, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.

### **1.8c Legal Protection**

The insurer will provide cover for legal protection as set out in Section 5, where so provided in the Master Policy/Master Lease Agreement, subject to the Policy limitation, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.

### **1.8d Extensions to Cover**

The Insurer will provide the extensions to the cover in Sections 3 – 5 where so provided in the Master Policy/Master Lease Agreement, subject to the Policy limitations, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.

### **1.8e Foreign Use**

The Insurer will provide the foreign use cover set out in Section 6 where so provided in the Master Policy/Master Lease Agreement and any Endorsement to the Policy and subject to the Policyholder complying with the terms of the Policy and subject to the Policy's limitations, conditions and exclusions.

## **1.9 Drivers**

It shall be a condition of this Policy that each Driver has the relevant documentation to drive the insured vehicle and has permission from the Policyholder and has not been advised to stop driving by any licensing authority or medical practitioner due to a medical condition.

## **1.10 Policyholder Excess**

Where applicable, the Policyholder shall contribute to the cost of claims in the form of a policy excess. The excess under this policy is 10% of the Price Based Amount ("PBA") unless otherwise stated in the policy schedule or elsewhere in the policy conditions

## **1.11 Complaints**

An enquiry or complaint about the terms of this Policy may be made to the Insurer via Arval Sweden, or directly via [info@greenval-insurance.ie](mailto:info@greenval-insurance.ie). Our Complaints policy is set out at Paragraph 7.12 of this Policy.



#### **1.12 Data Protection Acts**

- 1.12a** For the purposes of the Data Protection Acts 1988 and 2003, the data controller/data processor in relation to the personal data provided by the Policyholder is Greenval Insurance Company Limited having its registered office at 2<sup>nd</sup> Floor, Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland.
- 1.12b** The Policyholder may use these contact details or email us at [info@greenval-insurance.ie](mailto:info@greenval-insurance.ie) if the Policyholder has any questions about this section of the Policy or the use of personal data.
- 1.12c** Both the Insurer and the Policyholder shall be required to use, collect, store and process personal data. The provisions of Clause 7.16 of this Policy shall apply.
- 1.12d** The Policyholder consents to Greenval collecting, processing and disclosing personal data received from the Policyholder either directly or through Arval Sweden in accordance with the Data Protection Act.

#### **1.13 The Swedish Road Traffic Registry (Swe: vägtrafikregistret)**

- 1.13a** Necessary information in relation to the Policy and other Information as required by law will be provided by the Insurer to the Swedish Transport Agency (Swe: Transportstyrelsen).
- 1.13b** The Swedish Transport Agency may be consulted by:
- 1.13c** The Police for the purposes of establishing whether a driver's use of the Vehicle is likely to be covered by a motor insurance policy and or for the preventing and detecting of crime; or
- 1.13d** Other Swedish insurers or the Swedish Motor Insurance Association (Swe: Trafikförsäkringsföreningen) to ascertain relevant policy information if the Vehicle has been involved in an accident in Sweden or abroad

#### **1.14 No Claims Discount**

The no claims discount is not applicable under the terms of this Policy.

#### **1.15 Vehicles**

The Policy covers any Vehicles as outlined in 2.30 below subject to the terms, limitations, conditions and exclusions of the Policy.

#### **1.16 Proper law**

The Policyholder and the Insurer may choose which law applies to this contract. Unless the Insurer agrees with you otherwise, this Policy is governed by Swedish Law. The most important regulations can be found in the Insurance Contracts Act (2005:104) and the Motor Traffic Damage Act (1975:1410). Disputes in respect to this insurance contract must be dealt with by a Swedish Court.

#### **1.17 Policy Term and Termination**

The Term of the Policy is applicable during the periods detailed at Sections 1.4c and 1.4d of this Policy and subject to the rights of termination detailed in 1.6c, and Section 7.7 & 7.8 of this Policy.

#### **1.18 Conflict**

In the event of any conflict between the terms of the Master lease agreement and the Policy Conditions, then the provisions of the Policy Conditions shall apply to the extent of any conflict.



## Section 2 – Policy Definitions

In this Policy, words defined below will have the same meaning whenever they are used in the Policy and any Endorsement to the Policy.

- 2.1 Accessories** means all accessories to or in the Vehicle forming an integral part of the Vehicle including radios, other entertainment and communications equipment connected to a power source within the Vehicle and permanently fitted satellite navigation equipment connected to a power source within the Vehicle and permanently fitted satellite navigation equipment as supplied as standard equipment by the Vehicle manufacturer.
- 2.2 Affiliate** means any company owned or controlled directly or indirectly by BNP Paribas SA.
- 2.3 Arval Sweden** means Arval AB, org. no 559026-7992, vehicle leasing and fleet management company and having its registered office at Box 80, 182 11 Danderyd, Sweden.
- 2.4 Certificate or Certificate of Motor Insurance** is the certificate of motor insurance document if required by the relevant Swedish Motor Traffic Damage Act and the Insurance Contracts Act in the Territory to certify the existence of the minimum compulsory insurance and which is denoted by the current Certificate of Motor Insurance issued by the Insurer and which outlines the Policyholder registration number.
- 2.5 Light Commercial Vehicle** is a commercial vehicle with a gross weight of 3.5 tonnes or less.
- 2.6 Driver:** means any driver, including the Policyholder, who has permission from the Policyholder to drive the Vehicle and who in each case qualifies as a Driver pursuant to Section 1.9 above.
- 2.7 Insured Dispute** means a dispute which can be tried as a dispute by a district court, excluding small claims cases (less than ½ Price Base Amount) and which, after being tried there, can be tried by a Court of Appeal and the Supreme Court.
- 2.8 Endorsement** means a document termed as such, which adds to or modifies the cover provided by the Policy and as is agreed between the Insurer and the Policyholder.
- 2.9 Green Card** is an international insurance certificate.
- 2.10 Insolvency Event** means in respect of the Policyholder, that the Policyholder is unable to pay its debts as they fall due or becomes insolvent or an order is made or a resolution is passed for the liquidation, administration or winding-up of the Policyholder (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a liquidator, administrator, examiner, trustee or similar officer is appointed over all or any substantial part of the assets of the Policyholder or the Policyholder enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction or where the Policyholder is a natural person, he or she files for bankruptcy in any jurisdiction or is made bankrupt or is the subject to bankruptcy proceeds.
- 2.11 Instalment** means an instalment of the Premium.
- 2.12 Insurer** means Greenval Insurance DAC, company reg. no 432783
- 2.13 Insured** means each of those in respect of whom indemnity is provided by the Insurer under Sections 3 to and including 5 of this Policy and subject to the provisions of this Policy.
- 2.14 Licence** means a full driver's licence valid in Sweden to drive a vehicle of the same class as the Vehicle type.





- 2.15 Minibus** means a motor vehicle with between 9 and 16 (inclusive) passenger seats.
- 2.16 Nuclear Installation** means any installation of such class or description as may be prescribed by regulations from time to time by statutory instrument being an installation adapted for:
- 2.16a** The production of atomic energy; and/or Nuclear
- 2.16b** The carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing of emission or ionising radiation;
- 2.16c** The storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated or use of nuclear fuel.
- 2.17 Nuclear Reactor** means any plant including any machinery equipment or appliance whether affixed to land or not, designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
- 2.18 Paragraph** means a paragraph in a section of this Policy.
- 2.29 Passenger** means any person other than the Driver travelling in or getting in to or out of the Vehicle or any trailer or disabled mechanically propelled Vehicle attached to the Vehicle.
- 2.20 Personal Data** means personal data as defined by the Irish Data Protection Acts 1988 and 2003 as amended
- 2.21 Policy** is as defined in Section 1.2.
- 2.22 Policyholder** any person to whom a Policy has been issued
- 2.23 Price Base Amount** (Swe: Prisbasbelopp (PBB)) means the price base amount set by the Government annually and which was applicable for January the year the damage occurred.
- 2.24 Private Vehicle** means any private passenger vehicle with up to and including eight passenger seats.
- 2.25 Pollution or Contamination** means all pollution or contamination of buildings or other structures or of water or land or the atmosphere.
- 2.26 Premium** means the Premium as determined in accordance with Section 1.6, including any applicable tax.
- 2.27 Third Party** means any third party other than the Policyholder or the Insurer.
- 2.28 Terrorism** means the use of threat of action where:
- 2.28a** The use or threat is intended to influence any government and or to put the public or any section of the public in fear; and /or
- 2.28b** The use or threat of any person or persons whether acting alone or in connection with any organisation or government; and/ or
- 2.28c** The use or threat is committed for political, religious ideological or similar purposes;
- 2.28d** Involve the use of force or violence against person or persons;
- 2.28e** Involves damages to property; and/or
- 2.28f** Endangers a person's life other than that of the person committing the action; and/or





- 2.28g** Create a risk to the health and safety of the public or a section of the public; and/or
- 2.28h** Are designed to interfere with or to disrupt an electronic system; and/or
- 2.28i** Are acts so designated by the Swedish Government or any government within the Territory.
- 2.29** **Trailer** means any trailer attached to a Vehicle which is primarily constructed to be towed by a Vehicle. The trailer does not include a disabled mechanically propelled vehicle.
- 2.30** **Vehicle** means any vehicle being a Private Vehicle or Light Commercial Vehicle (but excluding the types of vehicles listed below, unless an exception has been expressly granted in writing by the insurer) and which is registered in Sweden, and is:
- a) owned by the Policyholder; or
  - b) leased by the Policyholder

and

- i. for which the Policyholder has entered into an agreement with Arval for the provision of fleet management services; and
- ii. which is listed in the Master Policy and which has been accepted by Greenval in writing.

The following types of vehicles are excluded (unless an exception has been expressly granted in writing by the insurer): -

- o Cherry Pickers;
- o Gross Vehicle Weight >3,5T;
- o Ice Cream Vans;
- o Kit Cars;
- o Right Hand Drive;
- o Minibus / Coach > 8 passenger seats;
- o Motorcycles;
- o Skip Wagons;
- o Value over €100,000 or SEK equivalent
- o Vehicles designed or adapted for military/enforcement use;
- o Vehicles not designed to run on "terra firma";
- o Vehicles on rails or air cushions; and
- o Forklifts.

**2.31 Motor Third Party Liability**

The Motor Third Party Liability insurance covers compensation for personal injury and property damage caused as a result of the Vehicle being in traffic, pursuant to the Swedish Motor Traffic Damage Act. This includes:

Compensation relating to death of or bodily injury to any person including the Driver; and/or

Compensation relating to damage to third party property.

## **Section 3A –Motor Third Party Liability**

The Insurer indemnifies the Policyholder and the Drivers of the Vehicles of their liability in accordance with the provisions of this Section 3A, subject to the limitations, conditions and exclusions set out in Section 3C of the Policy, and subject to the Policyholder complying with the terms of the Policy (the "**Motor Third Party Liability**").



### **3A.1 Limit of Liability**

The liability of the Insurer shall be limited to SEK 300,000,000 pursuant to the Motor Traffic Damage Act.

### **3A.2 Trailer**

Where cover applies under Paragraph 3.1a, the Policy will also apply to any Trailer whilst attached to the Vehicle.

### **3A.3 Excess**

The Insurer has the right to recover amounts from the party at fault in accordance with the regulations of the Motor Traffic Damage Act (1975:1410).

### **3A.4 Indemnity to Personal Representatives**

Following the death of any person entitled to indemnity under this Section 3A the Insurer will in respect of the liability so incurred indemnify such person's legal personal representatives in the terms of this section but subject to the terms of the Policy.

### **3A.5 Counselling**

**The Insurer will provide a contribution for Counselling subject to the Policy limitation, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.**

The insurer will provide a contribution to the Policyholder, their employees the Driver of the vehicle, husband/wife of the above following an insured event for the cost of treatment for counselling (psychological consultation). The period for which treatment is paid is limited to 12 months after the date of the insured event, the number of counselling sessions is limited to 10 and the maximum payment in respect of all insured parties is limited to SEK 2,000 per counselling session. The consular/psychologist must have the necessary qualifications to perform such counselling and must be approved by the insurer prior to treatment commencing.

The insurance does not cover the cost of treatment:

- which occurred in connection with the Insured having carried out or contributed to a deliberate act which is punishable in accordance with Swedish Law;
- which occurred when, without reasonable grounds, the Insured made himself vulnerable to the risk of being injured;
- for the Driver or passengers if the vehicle is stolen;

### **3A.6 VAT**

The policyholder must use his right of deduction to repay VAT which has been paid to injured parties.

## **Section 3B – Motor Third Party Liability – Extensions**

The following extensions to the Motor Third Party Liability cover in **Section 3A** may apply where specifically stated to be covered by the Master Policy/Master Lease Agreement.

### **3B.1 Towing Disabled Vehicles**



The Insurer will indemnify the Policyholder where cover is provided under Section 3A, whilst the Vehicle is being used for the purpose of towing one mechanically disabled vehicle provided: (i) the towed mechanically disabled vehicle is not towed for reward; and (ii) such towing is not unlawful.

### **3B.2 Cross Liability in this Policy**

If the Policy is issued in the name of more than one party, the cover provided by Section 3A shall apply as if separate Policies had been issued to each of the parties jointly named as the Policyholder, but the total liability of the Policyholder for all claims shall not exceed the Limit of Indemnity stated in Section 3A.2 above.

## **Section 3C – Motor Third Party Liability – Exclusions**

**3C.1** The Insurer shall not be liable other than in the context of statutory limits for Motor Third Party Liability under laws of Sweden and subject to the Motor Traffic Damage Act: (1975:1410). The Insurer shall in any case not be liable for the following:

**3C.2** If to the knowledge of the Policyholder, the Driver does not fulfill the conditions specified in Section 1.9

## **Section 4A - Damage to the Vehicle (Motor Own Damage)**

The following extension to the Motor Third Party Liability cover in Section 3A may apply where specifically stated to be covered by the /Master Lease Agreement.

**4A.1** This Section 4A provides the Policyholder with the following loss or damage cover in respect of the Vehicle:

- If the Vehicle and its Accessories is/are lost, or damaged by accidental damage or malicious damage (excluding malicious damage by anyone employed by the Policyholder) or damage caused by vandalism;

For vehicles with valid vehicle damage guarantees, compensation will be paid only for the excess of the vehicle damage guarantee. (Swe: Vagnskadegaranti)

**4A.2** Animal Collision

If the damage guarantee (Swe: Vagnskadegaranti) still applies, the policyholder deductible will be limited to 5% of the price based amount and Greenval will reimburse the amount in excess of the deductible.

**4A.3** The Policyholder agrees that the Insurer at its option may:

- repair the damage themselves; or
- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than replacing it but subject to Section 4D below; or
- pay to the Policyholder an amount equal to the loss or damage.

**4A.4** The Insurer will not pay more than the Book value of the Vehicle at the time of the loss.



- 4A.5** If the damage covered under this Section is repaired by an Insurer approved repairer and so notified by the Insurer to the Policyholder, the Policyholder (or Driver) does not need to obtain any estimates and repairs will begin immediately after authorisation by the Insurer.
- 4A.6** However, if the Policyholder (or Driver) chooses its own repairer to carry out the repairs, the Policyholder (or Driver) must send the Insurer at least two detailed repair estimates as soon as reasonably possible. The Insurer will only be liable to pay those repair costs, if the Insurer has agreed that the repair costs according to the submitted estimates are reasonable and if the Insurer has issued an authorisation to the repairer. The Insurer will have the right to inspect the repair.
- 4A.7** The Insurer reserves the right to request additional estimates; the Insurer may not pay more than the repair cost the approved repairer would have charged for the equivalent repair.
- 4A.8** The Insurer is subrogated into the rights over the Vehicle up to and limited to the amount paid under this Section; in the case of total loss, the Insurer will be entitled up to and limited to the amount paid under this Section to the proceeds of the sale of the wreck of the Vehicle.
- 4A.9 Wrong refuel**  
This policy covers the necessary cost involved for tank cleaning, containers, pipes and filter replacement caused by accidentally and incorrectly applying the wrong fuel to a vehicle compared to manufacturer's instructions.  
Compensation is provided with a maximum of SEK 50,000. The deductible under this section is 1,500 SEK.

**4A.10 Machinery Cover (Mechanical Breakdown)**

This Policy covers Mechanical Failure of the vehicle, which is unforeseen loss or damage that affects the functioning of the vehicle.

The policy covers passenger cars & Light commercial vehicles that are not more than five years old calculated from first registration, or have not been driven more than 150,000 km. The policy deductible under this section of the policy is as follows:

- We will deduct 10% of the Price Based Amount for and up to 50 000 KM the vehicle has been driven,
- 20% of Price Based Amount up to 100 000 KM driven
- and 40% of Price Based Amount up to 150 000 KM driven.

**The Price Based Amount ("PBA")** is set by the Swedish Government annually and adjusted each year. The deductible is set on the PBA for the corresponding year in which the claim was reported.

If it cannot be determined on when the date of loss or damage occurred, it will be deemed to have happened on the day it was reported to us.

**The policy covers:**

- Engine, including guidance and control components/software and engine battery for hybrid and electric car
- Manifold and emission control system but not silencer and exhaust pipes
- Turbo/supercharger with control system
- Exhaust system, but not silencer and exhaust pipe
- Ignition system, but not spark plugs
- Cooling system for engine, transmission Passenger compartment cooling system and manufacturer mounted heater driven on fuel is compensated even if it may not affect the functioning of the vehicle
- Starting motor



- Generator and consequential damages which affect the manufacturer's standard electrical functions
- Fuel system, but not pipes, filter and fuel tank
- Transmission system, but not worn clutch disc or damages resulting there from
- Brake servo, guidance and control system for anti-lock brakes and anti-skid system, but not main and

#### **Wheel Cylinders**

- Steering system
- Airbag including control system (even if it may not affect the functioning of the vehicle) and seat belt pretensioner
- Intercooler (turbocharger)
- System for active control and parking aid
- Comfort controls (e.g. control unit to the seat, window and central locking) and engines to these
- Combination instrument (e.g. speedometer)
- Wiper motor and controls (no leaks) for windscreen and rear window and rain sensors
- Parking brake system and electronics
- Factory mounted lights and control system including sensors
- Electric heating in windscreen, windows and door-mirrors
- Air suspension and pump bellows
- Factory installed electronic systems for collision warning, security, communications, information, data,
- navigation and multimedia

#### **Additional components for vehicles with hybrid or electric drive:**

- Battery for driving the vehicle but not low-voltage battery
- Factory mounted battery charger in vehicle (OBC)
- Energy recovery system
- High-voltage monitoring system
- High-voltage cable including vehicle connector but not charging cable or external charging module
- Voltage converter
- Inverters
- Cooling system for high voltage battery including sensors

The policy covers costs, after deduction of excess, for dismantling or other investigation which may be required to determine whether loss or damage is covered by the policy.

#### **The policy does not apply to loss or damage**

- which is external damage including fire damage
- caused by frost shattering, wetness or corrosion
- which occurred during a competition using the vehicle or training for such competition, or high-speed driving in competition-like circumstances (e.g., 'street racing' or driving on racing circuits) unless by a prior agreement with us.
- in components/software which differ from the corresponding parts in vehicles imported by the manufacturer's Swedish general agent
- if the owner cannot confirm to our satisfaction that the age and the mileage of the vehicle fall within the limits set forth above



- for which the manufacturer or other party is legally responsible, or for which compensation can be paid under a warranty or similar undertakings
- caused by animals
- costs of dismantling and re-assembly when after examination the damage is not covered under Mechanical Failure insurance.
- If you use components/software which differ from the vehicle's standard series performance, for example by adaptations with components which are not approved by the manufacturer or the manufacturer's Swedish general agent, compensation may be reduced. Deduction will be established on reasonable grounds, taking into account the connection between the breach of regulation and the event, the intent or negligence shown, and other relevant circumstances.
- The vehicle must not be driven in such a manner that the motor and transmission are subjected to abnormal stress. Service, repairs and fitting must be carried out professionally. Manufacturer's instructions regarding fuel and lubricants, service, care and maintenance of the vehicle must be followed
- A vehicle subject to a driving prohibition may not be used. At the time of damage, compensation will be reduced by 100 percent. If you can show that the damage occurred independent of what caused the driving prohibition, compensation can be provided in so far that the damage would have occurred anyway.

## Section 4B – Fire and Theft

The following extension to the Motor Third Party Liability cover in Section 3A may apply where specifically stated to be covered by the Master Policy/Master Lease Agreement.

**4B.1** This Section 4B provides the Policyholder with the following cover for Fire and Theft, if the Vehicle and its Accessories (permanently attached to the vehicle at the time of manufacture) is/are lost or damaged caused by:

4Ba fire, self-ignition, lightening or explosion but excluding damage to that part where the fire originates; or

4Bb theft or attempted theft,

The Policyholder agrees that the Insurer at its option may:

- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than replacing it with but subject to Section 4D below; or
- pay the Policyholder an amount equal to the loss or damage.

**4B.2** The Insurer will not pay more than the book value of the Vehicle at the time of the loss. For private vehicles, if the damage occurred within the first year from the date of registration and if the vehicle has driven no more than 20,000 Km and the projected cost of repairs is projected to exceed 50% of the "on the road price" including equipment, the insurer will indemnify the insured for a new vehicle of the same or equivalent make, type and year. If the same or equivalent vehicle replacement is not available, the insurer can indemnify the insured the cost of same. Subject to the application of any excess.

**4B.3** If the damage covered under this Section 4B is repaired by a repairer approved by the Insurer, the Policyholder (or Driver) does not need to obtain any estimates and repairs will begin immediately after authorisation by the Insurer.



- 4B.4** However, if the Policyholder (or Driver) chooses its own repairer to carry out the repairs, the Policyholder (or Driver) must send the Insurer at least two detailed repair estimates as soon as reasonably possible. The Insurer will only be liable to pay those repair costs, if the Insurer has agreed that the repair costs according to the submitted estimates are reasonable and if the Insurer has issued an authorisation to the repairer. The Insurer will have the right to inspect the repair.
- 4B.5** The Insurer reserves the right to request additional estimates; the Insurer may not pay more than the repair cost the approved repairer would have charged for the equivalent repair.
- 4B.6** The Insurer is subrogated into the rights over the Vehicle up to and limited to the amount paid under this Section; in the case of total loss, the Insurer will be entitled up to and limited to the amount paid under this Section to the proceeds of the sale of the wreck of the Vehicle or of the recovered Vehicle.
- 4B.7** The insurer will require an original receipt or an original guarantee certificate. The production number should be stated and the property labelled with a personal ID number or company registration number.

## **Section 4C – Extensions to 4A – 4B**

### **4C Extensions to Loss or Damage Cover**

The following extension to the cover set out in Sections 4A and 4B may apply where specifically stated to be covered by the Master Lease Agreement.

#### **4Ca Theft of Keys**

In the event of the Vehicle's keys or security immobilisation key transmitter being stolen and provided that the loss has been reported to the police, the Insurer will pay up to SEK 3,000 for any incident to a maximum of one claim per year per vehicle, towards the costs of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface and immobilisation system.

This subsection is subject to the Excess of SEK 1000

#### **4Cb Windscreen and Glass Damage**

If during the Period of Insurance in respect of the Vehicle, the glass in the front windscreen, the side or rear windows or sunroof of the car is accidentally damaged, the Insurer will pay the lesser of the cost of repairing or replacing it. The Insurer will also pay for any repair to the bodywork of the Vehicle that has been damaged by broken glass from the windscreen or side or rear windows. The excess's outlined below will apply in the event of a claim:

- Replacement Windscreen – Deductible of 10% of the Price Based Amount Applies;
- Repaired Windscreens - SEK 1000 .

## **Section 4D – Exclusions and Limitations to Sections 4A-D**

### **4D.1 Exclusions and Limitations**

The cover provided by Sections 4A to and including 4C does not cover or extend to or does not apply as the case may be in each of the following events or circumstances:





- a. Damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the Vehicle; or
- b. Any losses sustained by reason of the Vehicle or any Accessories being lost or damaged due to fraud or false representation; or
- c. Any diminution in value of the Vehicle following repair thereof; or
- d. Loss of or damage to the Vehicle arising from it being impounded by any Police Authority or any other person acting in accordance with direct instructions of any Police Authority as a result of an accident or vehicle licensing offence or customs and excise offence or loss or damage arising from it being impounded arising from any breach of the law or loss or damage for any penalties imposed because of the incorrect disposal of the Vehicle deemed to be an End of Life Vehicle; or
- e. Loss of use of the Vehicle including where possession is obtained by misrepresentation or deception or any other loss or damage other than expressly and specifically insured under sections 4A to 4D; or
- f. Loss of petrol or diesel fuel by any means; or
- g. Wear and tear or depreciation in the value of the Vehicle or that part of the costs of repair which improves the Vehicle beyond its condition at the time of the loss or damage; or
- h. Loss or damage if any security or tracking device which the Insurer has insisted is fitted to the Vehicle has not been set or is not in full working order; or
- i. Loss or damage caused to the Vehicle if at the time of the incident it was under the custody or control of anyone with your permission who is not covered under this Policy;
- j. Loss or damage caused to the Vehicle if the driver was under the influence of alcohol or another intoxicant to a punishable extent;
- k. Loss or damage caused to the Vehicle if driven by a driver without a valid and requisite driving license;
- l. Loss or damage to the Vehicle and or / its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer; or
- m. Loss or damage to the Vehicle and or / its contents under the coverages theft, vandalism or burglary as a result of someone belonging to the same household as the driver;
- n. Loss or damage to the Vehicle by theft, attempted theft unless it has been reported to the police and a crime reference number obtained; or
- o. Loss or damage deliberately caused by any person entitled to be covered under this policy or any person acting on their behalf; or
- p. Loss of or damage to the Vehicle caused by a person known to you taking the car without your permission unless the person is reported to the police for taking the car without your permission; or
- q. For costs resulting from loss of use of the Vehicle; or
- r. Loss of or damage to the vehicle occurring when the vehicle is driven on frozen body of water if it is not driven on a winter route for which the Swedish Transport Administration is responsible; or



- s. Damage which must be covered in accordance with the law, a guarantee or another undertaking; or
- t. Loss of or damage to the vehicle resulting from the cold, moisture or corrosion/oxidation; or
- u. For VAT when the policyholder is obliged to report such Tax; or
- v. The costs of branding for your own company's logo up to the value of the Price Based Amount in the corresponding accident year

**The Insurer will reduce the compensation amount by a minimum of 25% for fire in the following circumstances:**

- w. Loss of or damage to the Vehicle resulting from fire if the wiring, cables and components were not professionally fitted;
- x. Loss of or damage to the Vehicle from fire resulting from welding work taken place without the appropriate safety measures in place;
- y. Loss of or damage to the Vehicle from fire resulting from power current device which has not been approved by the manufacturer;
- z. Loss of or fire damage to the Vehicle resulting from a device that starts, heats or dries the vehicle which has not been tested and approved for this purpose;

#### **4D.3 Obsolete Parts**

Section 4 does not cover in respect of a part of the Vehicle any amount in excess of the price shown in the manufacturer's last list price at the date of loss or damage where that part is unobtainable or obsolete.

#### **4D.4 Sound Reproducing Equipment and Communications Equipment**

Section 4 does not cover loss of or damage to tapes, cassettes, compact discs, mp3 players and accessories, visual and sound recording equipment, DVD players, telephones or other communications equipment, electronic satellite navigation equipment, radio or detection equipment other than equipment fitted as an Accessory by the manufacturer at first registration unless agreed with the Insurer. If notified and agreed by the Insurer, the Insurer will indemnify to a maximum limit of SEK 10,000 for the cost of replacement and a maximum limit of SEK 10,000 for installation;

#### **4D.5 Subsequent Damage**

Section 4 does not cover any additional damage resulting from the Vehicle being moved by the Driver or any person after an accident or fire.

#### **4D.6 Associated incidents**

The Insurer will not pay for any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in the Policy.

#### **4D.7 Security**

Section 4 does not cover loss of or damage to the Vehicle arising from theft or attempted theft if:



- a. In the event that the Vehicle has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof had been left open or unlocked when the Vehicle is parked and unattended, we will reduce payment under the policy in this circumstance by 25%. In the case of severe negligence, Insurers maintain the right not to cover the claim
- b. The immobiliser fitted by the Vehicle manufacturer or fitted post manufacture or as specified and agreed by the Insurer, has not been maintained in working order at all times and has not been activated when the Vehicle is parked and unattended; and
- c. In the event that, the keys or other devices which unlocks the Vehicle have been left in or on the Vehicle or not removed to a safe and secure place; we will reduce payment by 25%
- d. If the insured failed to report to the Police and the insurer the theft or loss of keys, cards, or other devices used to open or start up the Vehicle;
- e. If the insured failed to provide the Insurer the full set of keys, cards, or other devices used to open or start up the Vehicle unless keys were stolen from the insured's premises or taken by force from the insured;
- f. If the insured failed to report the theft or attempted theft upon discovery immediately to the police;

#### **4D.8 Trailers**

Section 4 does not cover loss of or damage to any Trailer unless full details of such Trailer had been given to and accepted by the Insurer.

#### **4D.9 In custody**

Section 4 does not cover loss of or damage caused whilst the Vehicle is being held in the custody or control of any Police Authority or any other person acting in accordance with direct instructions of any Police Authority.

#### **4D.10 Excess**

Section 4 does not cover the first part of each claim, specified in the Master Policy/Master Lease Agreement (the excess).

## **Section 5 – Legal Protection**

### **5.1 Who this policy applies to**

- 5.1a** The Policy is applicable to the Policyholder, the Insured and the Driver(s), in their capacity as Policyholder, Insured or Driver(s).
- 5.1b** The Policy provides coverage for disputes and/or arbitration excluding the arbitrator's costs of insured disputes which can be tried as a dispute by a District Court excluding small claim cases (less than ½ Price Base Amount) and which, after being tried there, can be tried by a Court of Appeal and the Supreme Court.

### **The Policy does not apply to;**

- 5.1c** disputes in accordance with Chapter 1, Sect. 3d, first subsection of the Code of Judicial Procedure (1942:740) (small claims cases) excluding disputes in relation to insurance contracts with Greenval;
- 5.1d** disputes in which you are the petitioner and the dispute must be dealt with in accordance



with the Group Proceedings Act (2002:599);

- 5.1e** disputes if you do not have a justified interest in having your case tried;
- 5.1f** disputes which refer to cases at a court, irrespective of whether they are registered as disputes or cases in accordance with the Court Matters Act (1996:242) or the Bankruptcy Act (1987:672);
- 5.1g** disputes concerning compensation or another claim due to a criminal offence where the expenses for criminal cases cannot be covered in accordance with the below:
- 5.1h** speeding in accordance with the Road Traffic Ordinance (1998:1276);
- 5.1i** driving through a red light in accordance with the Road Traffic Ordinance;
- 5.1j** involuntary manslaughter;
- 5.1k** Unintentionally causing bodily injury or illness;
- 5.1l** crime for which punishment is more stringent than fines, e.g. drink driving, hit-and-run incidents, reckless driving;
- 5.1m** driving without a licence;
- 5.1n** disputes referring to personal injury adjustment through an insurance company if the injured party has not brought the case against the insurer before a court (applies to compensation through motor, liability or accident insurance);
- 5.1o** disputes linked to your current or previous employment, profession or line of duty or another paid activity, including measures to wind down or transfer activities.

## **5.2 Legal Representative;**

Subject to the maximum payment of three times the price base amount in accordance with the National Insurance Act which applies when the dispute arises, including VAT.

Any disagreement regarding the legal fees and expenses for the representative and legal expert engaged by the representative or a fee or expenses for other representatives can be reviewed by the Insurance Sweden's insurance committees.

The representative is required to log all time and fees on an on-going basis and when costs and fees are projected to exceed the equivalent of 1 price base amount, the representative is required to inform the Insurer and provide the Insurer with a representative's expenses log/bill of expense to date.

The representative's expenses log/bill must show which measures the representative has taken and the time spent on these measures to justify the specialist expenses that have arisen. Along with the expenses bill, information is to be given on the result of the dispute and the judgement or conciliation agreement enclosed.

## **5.3 Costs & Expenses;**

The Insurer will indemnify the Policyholder for reasonable and necessary representative expenses for legal work where cover is provided under Section 3A.1 and where it exercises the option to indemnify, the Insurer will pay:



- 5.3a** Legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against the Driver and/or the Policyholder;
- 5.3b** Solicitors fees for representation at any fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident;
- 5.3c** Legal expenses in respect of any proceedings taken against the Policyholder or a Driver under Paragraph 3A.1 for manslaughter, or for reckless or dangerous driving causing death in respect of his or her driving at the time of the accident;
- 5.3d** Legal expenses in the assessment of compensation matters in relation to your claim but no more than two requests per year;
- 5.3e** Subject to the insurer approving the legal representative and subject to the maximum payment of 3 times the Price Base Amount, including VAT.

You can receive compensation for the following expenses if they are necessary and reasonable and if costs cannot be reclaimed from a third party:

- 5.3f** Representative and defence fees. A fee will be paid for reasonable time spent and to no more than in accordance with the standard hourly charge (Swe: timkostnadsnormen) established by the government from time to time;
- 5.3g** Necessary expenses for showing evidence and a report procured before legal proceedings and after a dispute had arisen or you were served a summons on suspicion of a crime, provided that the report was ordered by your representative;
- 5.3h** Cost of an intermediary who has been appointed by a District court or a Court of Appeal;
- 5.3i** Expenses for showing evidence in legal proceedings or during arbitration;
- 5.3j** Legal proceedings expenses which, through conciliation during legal proceedings, you have undertaken to pay the other party, on condition that you make it likely that, due to new circumstances which have come up during the legal proceedings, the court would have obliged you to pay a higher amount of legal proceedings expenses than those which you would have incurred had the dispute been tried;
- 5.3k** Legal proceedings expenses which, following withdrawal of the case, you have been sentenced to pay the other party, on condition that you make it likely that, due to new circumstances which have come up during the legal proceedings, the court would have obliged you to pay a higher amount of legal proceedings expenses than those to which you were sentenced at the time of the withdrawal;
- 5.3l** Legal proceedings expenses which you have been obliged to pay the other party or the State following the court's or arbitrator's consideration of the dispute.

#### **5.4 The insurance does not cover the following expenses;**

The insurance does not apply to the extent that compensation has been paid or could have been paid through another insurance policy or by any other means. If compensation to you can also be assumed to include compensation for a representative's expenses/fees, compensation will not be paid for these through the insurance.

##### **The insurance does not cover:**

- 5.4a** representative's expenses which arise before the dispute arose or you were served a summons on suspicion of or being accused of a crime in accordance with the above;



- 5.4b** the insured's or employee's own work, loss of paid income, travel and subsistence or other extra expenses;
- 5.4c** execution of a verdict, decision or an agreement;
- 5.4d** compensation to arbitrators;
- 5.4e** additional expenses which arise because you engage several representatives or change representative;
- 5.4f** additional expenses which arise because you are guilty of litigation negligence or have acted negligently;  
If a disputed claim which can be approved in accordance with the legal protection insurance is based on an action which is alleged constitutes a crime and is being investigated by an authority, the insurance will not cover expenses for showing evidence which has been produced to verify that the action constitutes a crime or leads to a sanction fee.

**5.5 Excess:**

The excess is 20% of the expenses, although no lower than 5% of the Price Base Amount.

The highest compensation amount for a dispute or a criminal case is SEK 300,000 Price Base Amounts, including VAT.

If several disputes arise, these must be calculated as one dispute:

- 5.6.1** if in accordance with Chapter 14 of the Code of Judicial Procedure they are processed or could have been processed jointly by a court as one lot of legal proceedings, even if they are processes as different cases on one or more occasions;
- 5.6.2** if the claims are essentially based on the same events or circumstances even if the claims are not based on the same legal grounds.

When several disputes/cases are calculated as one dispute, the price base amount that was relevant when the first dispute arose applies.

If you are served a summons on suspicion of several crimes and cases for these crimes are brought simultaneously, the insurance applies with one insurance amount.

## **Section 6 – Foreign Use Cover**

**6 Foreign use cover**

- 6.1** The cover provided by section 3A is limited to liability to a Third Party or Third Parties as provided in section 3A in respect of an accident occurring in the Territory, except that where the accident occurred outside Sweden, the Insurer will only provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles. If the accident occurred outside of Sweden, but the parties involved in the accident are Swedish citizens or residents or the Vehicles involved in the accident are registered in Sweden, the aforementioned shall not apply pursuant to the Motor Traffic Damage Act.





- 6.2** If any Vehicle will be driven or based outside the Territory, the Policyholder undertakes to notify the Insurer and provide such information as requested by the Insurer related to any such activity including the date the Vehicle will be moved or driven outside the Territory, the return date, the countries that will be visited or the country in which they are to be based.
- 6.3** Subject to the Policyholder providing the Insurer with the Paragraph 6.2 information and provided the Policyholder has paid or agreed to pay in a manner satisfactory to the Insurer any additional Premium required by the Insurer, the Insurer may provide the Policyholder with such additional cover, under part or parts of Sections 3 and 4 as set out in any Endorsement to the Policy, while the Policyholder is using the Vehicle outside the Territory.

## **Section 7 – Additional General Conditions**

**7.1 Condition Precedent.**

It is a condition precedent to the Insurer being fully liable under any Section of this Policy that all information provided by the Policyholder is true to the best of the Policyholder's knowledge and belief and the Policyholder shall at all times observe and fulfill the terms and conditions of this Policy.

**7.2 False or Exaggerated Claims.**

If any person claiming to be indemnified under this Policy makes a claim that is false, grossly exaggerated or fraudulent in any way or makes a false declaration or statement in support of such claim, this Policy shall be void in respect of the Vehicle to which that claim relates and of no effect. Where such fraudulent acts are committed by the Policyholder then the Insurer is entitled to terminate the relationship between the parties in accordance with Section 7 of this Policy.

**7.3 Premium**

The Policyholder must pay the Premium in accordance with Section 1.6.

**7.4 Reporting**

Details of any event which may give rise to a claim under this Policy and all subsequent developments should be reported immediately to the Insurer or as soon as reasonably possible on becoming aware of such a claim or event. Notice of any prosecution inquest or fatal accident inquiry and every claim or summons should be sent to the Insurer immediately or as soon as possible. For this purpose, the Insurer should be contacted at +46 (0)8 799 88 90.

**7.5 Co-operate**

The Policyholder must co-operate at all times in the completion of any necessary documentation or provision of information requested either by the Insurer or by the Insurer's legal representative.

**7.6 No admission**

No admission, offer, compromise, promise, payment or indemnity shall be given by or on behalf of the Insurer or any person claiming to be indemnified without the consent of the claims handling representative of the Insurer and or its agents or any person claiming to be indemnified without the written consent of Insurer or claims handling representative of Insurer and or its agents. The Insurer shall be entitled if they so desire to take over and conduct in the name of the Policyholder or of such person the defence of any claim or to prosecute in the name of the Policyholder or of such person the defence of any claim or to prosecute in the name of the Policyholder or of such person the defence or settlement of any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Policyholder and such person shall give all such information cooperation and assistance as Insurer may require.

**7.7 Termination by Insurer**

The Insurer's rights are without prejudice to the Insurer's rights generally under the Policy.





- 7.7a** Where the Policyholder does not pay an Instalment on the due date, the Insurer shall be entitled to give the Policyholder ten (10) working days stating that the Policy will lapse if the Instalment is not paid within that period or within such period as provided in Swedish Road Traffic Acts. Upon lapse of the Policy the Insurance Certificate/Greencard becomes null and void.
- 7.7b** If there is a breach of any other provision of the Policy, the Insurer shall be entitled to give the Policyholder fourteen (14) working days stating that the Policy will lapse if the breach is not remedied within that period or within such period as provided in Swedish Motor Traffic Damage Act. Upon lapse of the Policy the Insurance Certificate/Greencard becomes null and void. Notwithstanding any other provision of this Policy, no refund of Premium shall be paid where the Policy has been terminated by the Insurer for the Insured's breach.
- 7.7c** In the event of termination by the Insurer, the Premium retained or to which the Insurer shall be entitled to retain shall equate to the percentage of the Period of Insurance that has already expired bears to the Period of Insurance. Termination (other than termination by the Insurer for Insured's breach) shall not prejudice the rights of the Insured in respect of any cause event or circumstance which has given or is likely to give rise to a claim or legal proceedings during the Period of Insurance and in respect of which the Insurer has agreed to provide indemnity within the terms of the Policy.
- 7.7d** In the event the Insurer has declined to renew the policy, a case must be brought within 6 months of Greenval having sent the information about this decision, details of the reasons for this and information on what the policyholder must do to have the decision reconsidered. If the case is not brought within this period, the right to bring the case will be lost.

## **7.8 Termination by Policyholder.**

- 7.8a** The Policyholder may cancel this Policy from the date of renewal at any time
- 7.8b** Where the Premium is paid by instalments and there remains any sum outstanding (whether or not the date for payment of the said sum or part thereof has fallen due) by the Insured to the Insurer at the date of cancellation by the Insured, the Insurer may deduct from the sum otherwise payable under this paragraph all or any part of the sum outstanding by the Insured to the Insurer.

### **7.8.1 Care of the Vehicle**

The Policyholder shall take reasonable steps to safeguard from loss or damage the Vehicles and/ or any Trailers covered under this Policy and keep each of them in a roadworthy condition.

### **7.8.2 Supply of Policyholder Vehicle Information**

The Policyholder or his legal representative undertakes during the Period of Insurance to supply such details of each Policyholder Vehicle to meet the requirements of any legislation applicable in Sweden and the EU and shall not do anything which would cause the Insurer to be in breach of Road Traffic legislation, the Motor Insurance Directives and of any law or regulation applicable to Motor Insurers.

## **7.11 Policy Term, Lapse and Renewal, Material Facts, Non-Disclosure or Misrepresentation**

- 7.11a** The Period of Insurance shall be as defined in the Master Lease Agreement. The Policyholder must pay the Premium, the Insurance Premium as required by Section 1.6 above and as set out in the Master Lease Agreement.



- 7.11b** Unless otherwise stated in this Policy, the Policy will lapse at the end of the Period of Insurance. The Period of Insurance is less than 365 days, the Policy shall automatically expire at the end of such period. The Insurer shall not be obliged to accept any renewal and may refuse to renew the Policy. Any amendments to the insurance terms shall be communicated to the insured in writing no later than 30 days before the renewal date of the policy.
- 7.11c** The Policyholder undertakes to file the appropriate Statutory Off Road Notification or other notification with the Swedish Traffic Road Registry's database within such time as required by law.
- 7.11d** The Policyholder must inform the Swedish Traffic Road Registry as soon as reasonably practical and in accordance with the rules of the Swedish Traffic Road Registry, of the sale of any Vehicle.
- 7.11e** This Policy is voidable at the instance of the Insurer in the event of any misrepresentation, misdescription or non-disclosure in any material facts to the extent permitted by law.

## **7.12 Complaints**

- 7.12a** The Insurer does its best to provide an excellent service to its customers. It will acknowledge written complaints promptly and investigate quickly and thoroughly and use reasonable endeavours to resolve complaints and use information from complaints to improve our service.
- 7.12b** An enquiry or complaint about the terms of this Policy may be made to the Insurer at the address of the Insurer specified in the Master Policy for the attention of the Complaints Manager at Greenval Insurance.
- 7.12c** When writing to the Insurer, the Policyholder should provide the Policy number, the claim number if available, Policyholder name, a contact name, address, and email and a clear and concise reason for the complaint and supply any supporting documentation. The letter should be headed "Complaint".
- 7.12d** The Insurer will acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.
- 7.12e** If you are not satisfied with the Insurer's decision or the Insurer has not given you a decision after 40 business days, then you have the right to refer your complaint to the Insurance Ombudsman at the Financial Services Ombudsman Bureau, 3<sup>rd</sup> Floor Lincoln House, Lincoln Place, Dublin 2.

## **7.13 Right of Recovery and Fraud**

- 7.13a** The Policyholder shall repay to the Insurer all sums paid by the Insurer in respect of any claim under this Policy which the Insurer would not have been liable to pay but for the provisions or requirements of Swedish Insurance Acts or Bureaus, or any agreement to which the Insurer is subject to by operation of law or but for the requirements of any international agreement or the law of any territory to which the Policy operates, related to Motor Third Party Liability and any applicable expenses.
- 7.13b** If any claim is fraudulent or made with fraudulent intent or if any fraudulent means or device are used by the Policyholder or anyone acting on their behalf to obtain any benefit under this Policy or if any liability, loss or damage is occasioned by wilful act or with the connivance of the Policyholder, all benefits under this Policy shall be forfeited and the Insurer shall not be obliged to pay any outstanding claims or future claims.



#### **7.14 Claims**

Any claim made by the Insured under the Policy must relate to an event insured under the Policy that occurred within the Period of Insurance and within the Territory. Greenval is entitled to register reported claims in respect of this insurance in the General Register of Insurance Claims (GSR) which is common to the insurance industry.

#### **7.15 Premium Modification**

The Insurer may modify the Premium in the case of any changes in the Policy including any changes notified in accordance with Section 1.5 above, which have been accepted by the Insurer, and on any renewal of the Policy.

The Policyholder undertakes in such event to pay the modified Premium as notified by the Insurer.

#### **7.16 Personal Data**

- 7.16a** For the purposes of the Data Protection Acts 1988 and 2003, the data controller in relation to the personal data of the Policyholder is Greenval Insurance Company Limited having its registered office at 2nd Floor, Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland.

The Policyholder may use these contact details or email the Insurer at [info@greenval-insurance.com](mailto:info@greenval-insurance.com), if the Policyholder has any questions about this clause, or the use of personal data.

##### **7.16b Use of Personal Data**

The Insurer will use personal data to evaluate any proposal submitted, to provide the services offered by the terms of this Policy including to communicate with the Policyholder, administer the Policy and any claims made under this Policy in order, to evaluate applications for renewal of the Policy and to renew the Policy and in order to get quotes for reinsurance and in order to procure reinsurance of the risks insured by the Policy.

The Insurer may also analyse personal data provided by the Policyholder to assist in administering, supporting and improving its business.

Additionally, the Insurer may access and use personal data held on databases when the Policyholder applies for insurance or renewal thereof in order to evaluate the application including to validate policy applications, claims history or any person(s) insured or involved with the Policy and in order to detect and prevent fraud and also to carry out credit searches.

If the Policyholder has provided sensitive data as defined in the Data Protection Acts 1988 and 2003 as amended, the Policyholder hereby warrants to having informed and collecting consent of the data subject in each case for the Insurer to process this sensitive data in accordance with this Section.

##### **7.16c Disclosure of Personal Data**

The Policyholder agrees that the Insurer may disclose personal data to its Affiliates, services providers and reinsurers as referred to above, in order for them or any of them to provide services to the Insurer, including without limitation to process information, fulfil orders and deliver orders, process claims and payments and provide support services on its behalf and to reinsurers in order to procure reinsurance.



In order to prevent fraud, to check the Policyholder's identity or prevent money laundering, the Insurer may search the files of credit reference agencies. They will record any credit searches on the Policyholder's file. The Insurer may also disclose details of how the Policyholder conducts its account with the Insurer to such agencies. The information may be used by lenders for making credit decisions about the Policyholder, for fraud prevention, money laundering prevention and for tracing debtors.

The Insurer is entitled to check the information the Policyholder has provided against other information which is generally available to the public such as the Register of Court judgements or other publicly available databases. The Insurer may also exchange this information with other insurers either directly or through the Swedish Motor Insurance Association (Swe: Trafikförsäkringsföreningen).

The Policyholder acknowledges and agrees that its personal data may be made available to third parties in order for the Insurer to comply with law, regulatory requirement or legal process, in order to protect and defend the Insurer's rights and to enforce the terms and conditions this Policy.

#### **7.16d Security**

The Insurer will always take steps to ensure that confidentiality and security obligations are imposed by contract on any affiliate or service provider to whom personal data is disclosed.

The Policyholder agrees that if it sends offensive or objectionable content or otherwise engages in any disruptive or abusive behaviour in telephoning the Insurer, then whatever information is available about the Policyholder can be used to stop such behaviour. This may involve informing relevant third parties such as law enforcement agencies about the content and the Policyholder's behaviour.

#### **7.16e Right to be supplied with a copy of personal data**

A data subject has the right to be given a copy of his or her personal data which he or she may have supplied to us. To exercise this right, he or she must make the request in writing, post it and send it to the Insurer's address as specified above and include with the request, a copy of his or her passport, a copy utility bill which will verify his or her address. A request will be dealt with as soon as possible and will take not more than 30 days to process.

#### **7.16f Rectification, Retention and Deletion of personal data**

A data subject also has the right to have inaccurate personal data corrected. If a data subject discovers that the Insurer holds inaccurate personal data about him or her, he or she has a right to instruct the Insurer to correct that information. Such an instruction must be in writing and will not take more than 30 days to process.

The Insurer is obliged to keep information about data subjects for accounting, tax, duty, IPT and legal compliance purposes, so this information cannot be deleted. The Insurer also retains personal data as required to meet its record keeping obligations under other laws and regulations.

In certain circumstances, a data subject may also request that personal data which he or she has supplied is deleted, if the Insurer does not have a legitimate reason for retaining the personal data. The Insurer is not entitled to charge for dealing with such a request and must comply within 30 days of the receipt of such a request. To exercise this right he or she would generally be expected to identify some contravention of data protection law in the manner in which the Insurer processes the personal data concerned.

#### **7.17 Right to Recourse**

Greenval becomes party to the insured's right to compensation in respect of the damage to the extent that it is covered by the insurance and has been paid by the company.



However, there will be no recourse for the person who drives the insured vehicle and then causes damage unintentionally or through simple negligence. This limitation does not cover recourse against the person who is liable for damage which is covered through theft insurance or caused in connection with drink driving.

To the same extent that Greenval has paid compensation from motor vehicle insurance, according to the Motor Traffic Damage Act (1975:1410), Greenval is entitled to demand repayment of compensation from the person who caused the damage deliberately or through gross negligence or negligence in connection with drink driving. According to the Motor Traffic Damage Act, Greenval may also make a recovery claim against the owner of a railway or tram track, as well as against the person who is liable for damage in accordance with the Product Liability Act (1992:18).

The insured must not conclude an agreement with the person who is liable for the damage which means that Greenval's right of recourse is restricted. If it does happen, Greenval will be entitled to demand a refund from the policyholder for the amount which corresponds to the restriction.

#### **7.18 Documentation**

The Insurer may hold documents related to this Policy and the insurances provided and any claims under it in electronic form. An electronic copy of such documents or material or information will be as admissible in evidence to the same extent and carry the same weight as the original.

#### **7.19 Assignment**

The Policyholder may not transfer its rights or assign its obligations under this Policy.

#### **7.20 Motor Traffic Damage Act (1975:1410)**

The rules of the Motor Traffic Damage Act (1975:1410) apply to the reduction/payment of road traffic damage compensation.

#### **7.21 Change in applicable law and stamp duty**

If arising from any change in applicable law, coming into force after the Commencement Date of the Policy, the Insurer may be required to apply or pay stamp duty on the Policy., the Insurer shall be entitled to impose on the Policyholder the obligation to pay such stamp duty at the rate prescribed by law for the remainder of the Period of Insurance and in which case the Policyholder undertakes to pay such stamp duty as a condition of this Policy and the remainder of the Period of Insurance.

#### **7.22 Depreciation Rules**

Possessions are valued at that which it costs to buy new equivalent possessions minus age as shown below. These tables are not applied if the condition of the possessions can be verified in another way. When replacing factory-fitted sound and image equipment, compensation is paid without making a deduction for age.

##### **7.22a Sound and Image Equipment, Batteries etc**

Object	Age								
	-1 yr	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs
1. Sound and Image Equipment	0	10	20	30	40	50	75	75	80
2. Navigation Equipment	0	10	20	30	40	50	75	75	80
3. Car Battery	0	25	40	60	80	100	100	100	100
4. Canopy and Cabriolet	0	0	0	15	30	50	60	70	80*
5. Alloys	0	0	10	20	30	50	50	50	50
6. Tyre Pressure Monitoring System	0	15	30	45	60	75	90	100	100

\* = if it is functional



**7.22b** Summer Tyres (depreciation as percentage)

Miles driven	Summer Tyres
0-5,000	10
5,010-10,000	20
10,010-15,000	30
15,010-20,000	40
20,010-25,000	50
25,010-30,000	60
30,010-*	100
*or more than 5 years old	

**7.22c** Winter Tyres (depreciation as percentage)

Object	Number of seasons used			
	1	2	3	4
Winter tyres	20	40	60	80
* If the tyres are functional and have an approved tread.				

## SECTION 8 - DATA PROTECTION / PERSONAL DATA REGISTRATION

### DATA PROTECTION / PERSONAL DATA REGISTRATION

Where the insurer collects personal data under this insurance contract, the insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice, a copy of which is attached to this policy. A copy is also available at <https://www.greenval-insurance.com/greenval-data-protection-notice>. The data protection notice contains more information about which personal data the insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:

**Greenval Insurance DAC**



Trinity Point, 10-11 Leinster Street South  
Dublin 2– Ireland  
[Privacy@greenval-insurance.ie](mailto:Privacy@greenval-insurance.ie)

The insurer is entitled to approach the Common Claims Register, known as Skadeanmälningsregisteras GSR, in order to exchange the data of the policyholder in connection with a responsible acceptance policy, the management of risks and the fight against fraud. The Gemensamma Skadeanmälningsregistret (GSR) website is [www.gsr.se](http://www.gsr.se) and a copy of its data protection notice can be found at <https://www.gsr.se/dina-rattigheter/>

## SECTION 8.1 - DATA SUBJECTS RIGHTS PRIVACY FORM

Please fill the following format and send it to Greenval “Data Protection Officer”

- By Post to: Greenval Insurance DAC, Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland or
- By e-mail to: [privacy@greenval-insurance.ie](mailto:privacy@greenval-insurance.ie) .

Please include a scan/copy of your identity card for identification purpose.

### YOUR DATA

[Type your First Name]

[Type your Last Name]

[Type your email]

[Type the email where you would like to be contacted]

### IDENTIFICATION

[Type your country of Residence]

[Type the Country of your Citizenship]





[Type your vehicle registration]

## YOUR REQUEST

- ☐ Access your Data: obtain information relating the processing of your personal data and request a copy of your personal data
- ☐ Rectify your data when you consider that your personal data is inaccurate or incomplete you can request that your data be modified accordingly
- ☐ Erase your data: request of delete of your data the extent permitted by law
- ☐ Restriction of your data: you can request the restriction of the processing of your personal data
- ☐ Object: you can object the processing of your personal data, on grounds related to your particular situation. You have the absolute right to object the processing of your personal data for direct marketing purpose, which include profiling related to such direct marketing
- ☐ Withdraw consent: where you have given your consent for the processing of your personal data previously, you have the right to withdraw your consent at any time
- ☐ Return your data: where legally applicable, you have the right to have the personal data you have provided to us be returned to you or, where technically feasible, transferred to a third party

## COMMENTS



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

General Terms and Conditions  
Sweden