

Passenger cars – Light commercial vehicles – Mopeds Class II – Snowmobiles – Quads – Light trailers – Self-propelled machinery

Take care of your car!

This vehicle is insured by Euro Insurances DAC trading as AYVENS Insurance, AYVENS House, Ground Floor, Central Park, Leopardstown, Dublin 18, Ireland, and hereinafter referred to as AYVENS Insurance. The forthcoming year's premium level is connected to damage development of your company's fleet. Therefore, it is essential that you as a driver of the vehicle contribute to keep the insurance- and deductible cost as low as possible. Drive carefully, choose a "safe" parking place, do not leave theft attractive property in your vehicle. Remember that you never can get compensation through your vehicle insurance for a mobile phone.

Look upon your car key as an item of value. Keep it secure.

If we can't agree

Misunderstandings and uncertainties can arise in the event of an accident. If you are not satisfied with our claims adjustment you can ask that we review the case. The simplest way is to contact the person responsible at our company.

In the case of personal injury arising from traffic accidents, you may appeal your case to The Swedish Road Traffic Injuries Commission. It deals mainly with questions of compensation for invalidity or death, but also deals with other cases involving compensation for personal injury.

Complaints

If you are dissatisfied with any aspect of your insurance, you can always contact AYVENS Insurance. The complaints officer will ensure that your complaint is dealt with and responded to. In case of a complaint, we ask you to contact the Complaints Officer at AYVENS Sverige AB, who represents AYVENS Insurance. If you are still dissatisfied, you are welcome to contact the Complaints Officer at AYVENS Insurance. Contact details are set out below.

AYVENS Sverige AB
Klagomålsansvarig
Box 511
169 29 Solna
Tel: 08-470 26 10
Fax: 08-470 26 97
claims@claimsmanagementsverige.com

AYVENS Insurance
AYVENS House,
Ground Floor,
Central Park,
Leopardstown,
Dublin 18, Ireland.
Tel: +353 1680 41 60
Fax: +353 1680 41 40
Complaints@AYVENSinsurance.com

You can also contact the Allmänna Reklamationsnämnden (The National Board for Consumer Disputes), which has a special department for the handling of insurance matters (ARN, Box 174, 101 23 Stockholm. Telephone: 08-508 860 00, www.arn.se). The National Board for Consumer Disputes is a government agency that can resolve insurance issues for private individuals. The Board does not deal with questions about who is to blame for road accidents. COURT – As with other disputes, you can also go to court. Competent courts are Swedish general courts, with the District Court being the court of first instance.

General Conditions

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General Conditions

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Glossary of terms

Policyholder

The person or entity that holds the insurance contract with AYVENS Insurance

Insured

The person or entity whose interest is insured against loss or damage, or other events covered by the insurance policy.

Insurance event

Loss or damage or other events covered by the insurance policy

Deductible

The part of the claims cost which is paid by the policyholder. The deductible is deducted from the compensation.

Price Base Amount

The Price Base Amount (*Sw. prisbasbelopp*) as set out in the General Insurance Act (*Sw. lag (1962:381) om allmän försäkring*) fixed for the month of January the year the loss or damage incurred.

Vehicle types and uses:

Passenger cars for trade use or for rental/leasing with rental/leasing periods of not less than one year

Mopeds Class II, not registered in The Swedish Road Administration's Register of Vehicles (*Sw. Centrala Bilregistret*)

Snowmobiles and four wheeled motorcycles

Self-propelled machinery

Light commercial vehicles with gross weights of maximum 3500 kg, not used for rental with rental periods of less than one year

Registered passenger car trailers up to 2,999 kg, other than caravan

Motor vehicle insurance Policy – General terms and conditions

These Policy General terms and conditions and the Insurance Letter specify what insurable events are covered by this policy and the deductibles that apply.

This insurance contract is subject to Swedish law. The most important regulations affecting the insurance contract can be found in the Traffic Damage Act (TSL) and the Insurance Contracts Act (FAL).

Disputes arising from this insurance contract shall be put before a Swedish court of competence for adjudication in accordance with Swedish law.

1. Extent of validity

The insurance is valid in all countries which are parties to the Green Card system and for transport between these countries.

As set forth in the Traffic Damage Act, the third-party liability insurance is valid in all countries for Swedish citizens or Swedish permanent residents who are injured due to traffic accidents with Swedish registered vehicles. The comprehensive insurance is valid for 60 days outside Sweden, unless otherwise agreed with the insurance company.

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2. Third-party liability insurance

211 Third-party liability insurance is valid in accordance with the regulations of the Traffic Damage Act (Sw. Trafikskadlagen) for personal injury and loss or damage to property as a result of the vehicle being driven. These regulations do not permit the payment of compensation for loss or damage to the vehicle or to property being transported in the vehicle. Loss or damage outside Sweden which is not covered by the Traffic Damage Act (TSL) should be dealt with under the laws of the country in which the loss or damage occurred.

212 In the event of loss or damage to property outside the vehicle, compensation may be reduced if the person suffering loss or damage is jointly responsible for the loss or damage, i.e., has caused the loss or damage.

213 Reporting

a) You must inform Claims Handler immediately if you are the subject of a claim for compensation and the claim leads to a court case. In this respect you must follow our advice. If the loss or damage is covered by the policy, we will pay your reasonable legal costs, providing they are in accordance with our interests.

b) If you suffer personal injury covered by the insurance and we, in consultation with you, find that legal representation is necessary, we will pay the costs of such representation as is necessary and appropriate to secure your right to compensation by out-of-court loss adjustment. Fees will be paid for reasonable lawyer hours at a rate not exceeding the level set forth in the Legal Aid Act.

AYVENS Insurance will obtain and pay for such medical reports as AYVENS Insurance may find necessary unless otherwise agreed. Compensation for representation is subject to you nominating a representative who is appropriate in relation to your place of residence and the nature of the claim, and

- 1) is a member of the Swedish Bar Association or employed in a legal position in a law firm. Disputes about fees and/or other costs is resolved by the Swedish Bar Association's arbitration tribunal on legal costs.
- 2) Is considered by the insurance industry's legal protection panel to be particularly appropriate for the case in hand. The representative must agree to accept the panel's arbitration of fees and other costs in the event of a dispute.

214 We are not bound if, without our prior written approval, you accept responsibility for loss or damage, approve a claim for compensation or pay compensation. Nor are we bound by any court decision if you have not complied with the reporting requirement under 213a). We will pay the maximum amount the sufferer would receive under the Traffic Damage Act (TSL).

215 On our request, you shall exercise your right of VAT deduction to repay value-added tax paid out to claimant.

22 Deductible

The deductible applicable is either as stated in the client-specific "Insurance Letter", or as stated in the General Conditions

If more than one deductible applies to a loss or damage, the deductibles will be added together. We reserve the right to reclaim from you an amount equal to your deductible for any compensation under the third-party liability insurance paid out by us.

221 Passenger car and light commercial vehicle

For passenger cars and light commercial vehicles, a deductible is applied. You will find the basic deductible in the insurance policy/letter.

222 Increased deductible

Third-party liability insurance applies with an increased deductible equal to 10 percent of the Price Base Amount

a) if the driver did not have a valid driver's license or if the driver drove a moped while under legal age or during driving lessons if the teacher/learner had not fulfilled the requirements for authorized driving lessons.

b) if the driver was under the influence of alcohol or other intoxicant beyond the legal limit, unless it is evident that it did not contribute to the emergence of the damage or loss, or if the driver caused the loss or damage deliberately or by gross negligence.

We also reserve the right to recover money from the person responsible for loss or damage under the terms of the Traffic Damage Act. See Section 787.

For passenger cars and light commercial vehicles, third-party liability insurance carries an additional deductible of SEK 1,000 if the driver is under 24 years of age at the time of the loss or damage (youth deductible).

223 In the event of collision with aircraft or parts of aircraft, third-party liability insurance for legal persons/entities carries an additional deductible equal to 20 Price Base Amounts for the year in which the loss or damage occurred.

224 Increased Deductible for Restricted Height Damage

An additional deductible of 50% of the Price Base Amount will apply to damages suffered by the vehicle or trailer being too high for the height restriction encountered (for example, because of a bridge, hanging devices, gantries, and ceilings).

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3. Comprehensive insurance

Comprehensive insurance contains external damage, fire, glass breakage, theft, mechanical failure, legal protection, and rescue insurance

Two levels of cover are available:

Full Comprehensive: Insurance contains external damage, fire, glass breakage, theft, mechanical failure, legal protection, and rescue insurance.

Part Comprehensive: Insurance contains fire, glass breakage, theft, mechanical failure, legal protection, and rescue insurance.

The level of cover operative is stated in the Insurance Letter

311 Property insured

a) The vehicle

b) Normal equipment in and on the vehicle if it belongs to the vehicle.

Equipment can be fixed or unfixed – this has implications on the interpretation of Section 353 among others

1. Fixed normal equipment means that it is permanently mounted in or on the vehicle and tools are required to remove it.
2. Unfixed normal equipment means unfixed accessories and pieces of equipment which accompany and are designed for the vehicle.
3. Electronic sound/picture systems are regarded as normal equipment if they are designed and constructed solely for use in the vehicle.

Note: Computers, computer software, computer, or video games, reading and tablets, and mobile phones are not included.

If it is common practice to keep certain tools and spare parts in the vehicle. The policy does not cover extra tools and spare parts, parking discs and similar, cash, credit cards or cheque cards or personal belongings.

c) Dismantled/disconnected vehicle parts or equipment as under b). Dismantled/disconnected electronic equipment which can be used outside the vehicle is not covered. If other vehicle parts or equipment are fixed in its place, the policy only covers the vehicle part or equipment which is so fixed. For passenger cars, light commercials and trailers the insurance covers an extra set of wheels. The policy does not cover any equipment which is forbidden by law.

312 Insured interest

The insurance only covers your own financial interest in your capacity as legal owner and main user of the vehicle. If you are registered as owner and have taken out the policy for the vehicle even though you are not the actual owner, you may be denied compensation.

If you have borrowed and used equipment under 311b which is owned by someone else, the policy covers such equipment as if it were your own. Rented equipment is not covered by the policy. If the vehicle is being purchased on instalment or credit, we have the right to pay the compensation to the seller/credit issuer. If you have rented the vehicle, we have the right to pay compensation to the owner. The Security Interests in Insurance Proceeds Act (*Sw. Lag (2005:105) om säkerhetsrätt i försäkringsersättning*) does not apply to personal belongings.

313 The policy does not cover loss or damage

a) if the vehicle is used for military purposes

b) due to wear and tear or to imperfect maintenance or evidently imperfect repairs.

314 Regulations

a) The driver must have a valid driving licence. During driving lessons both teacher and learner must fulfil the requirements for authorised driving lessons. If you drive a moped, scooter, or quad bike you must have reached the age required. Failing to meet these regulations may result in a deduction of the compensation or a total deduction of 100 percent. The deduction can be reduced if special circumstances exist.

b) If the driver is under the influence of alcohol or other intoxicant beyond the legal limit while in charge of the vehicle, your right to compensation may be reduced or lost. The deduction can be reduced if special circumstances exist.

c) If anyone other than you yourself drove the vehicle under such circumstances as stated in a) or b), your right to compensation may be reduced or lost.

d) If you were a passenger in the vehicle when someone other than you drove it under such circumstances as outlined in b) above, compensation may be reduced or lost as stated in b).

e) If you fit speed-enhancing components on a moped which do not comply with Swedish type-approval (*Sw. Typgodkännande*), compensation will be reduced by 100 percent. Compensation can be provided if you can show that the damage occurred independent of this regulation.

f) Maintenance and repair of the vehicle must be performed in accordance with the manufacturer's directions. Failure to do so may result in a deduction of the compensation or no compensation at all.

g) Deductions set forth in Subsections a) – f) will be made 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.

315 Supplementary insurance for passenger cars and light commercial vehicles ("ADD ON- insurance)

ADD ON-insurance can be taken out on vehicles which are at least half-insured (third-party liability plus part-comprehensive).

32 External damage insurance

See Section 61 for deductibles not specified in your policy

321 The policy covers loss or damage

resulting from traffic accidents, other external accident, or deliberate damage by a third party.

322 The policy does not cover loss or damage

a) 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.

b) to vehicles with construction, manufacturing, or material defects if the lossor damage is caused by such defects

c) from rust, corrosion, cold, wetness or damp. Loss or damage which occurred as a direct and immediate consequence of a circumstance stated in 321 will be compensated.

d) as set out in 331, fire insurance, or 351, theft insurance.

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323 Regulations

a) A vehicle subject to a driving prohibition may not be used. At damage compensation will be reduced with 100 percent. If you can show that the damage occurred independent of what caused the driving prohibition, compensation can be provided in so far as the damage would have occurred anyway. b) The vehicle may not be used in circumstances which impose abnormal stress on the vehicle. c) Before the vehicle is used on frozen bodies of water, the driver must ensure, immediately before driving onto the ice, that it has sufficient bearing strength. d) The vehicle must have legally required equipment while in use. e) If regulations a) –d) are not complied with, compensation for loss or damage may be reduced in accordance with Section 74. Deductions will be made 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.

33 Fire insurance

331 The policy covers loss or damage

a) from fire, lightning strike, or explosion. b) to electrical cables as a result of short circuit and directly consequential damage to electrical components.

332 The policy does not cover loss or damage

a) to the engine, silencer, catalyst, tyres, or pipes due to fire or explosion in any of these. b) resulting from a traffic accident, even if the traffic accident was caused by fire, lightning strike, explosion, or short circuit. c) which occurred during competition with the vehicle or training for such competition, or high-speed driving in competition-like circumstances (e.g., 'street racing') unless there is a specific agreement with us.

333 Regulations

a) Equipment used to heat or dry the vehicle or parts of the vehicle must be approved for these purposes by the SP Sveriges Provnings- och Forskningsinstitut, Sprängämnesinspektionen, or SEMKO. The manufacturer's instructions must be complied with. b) Regulations issued by an authority in order to prevent or limit loss or damage, and which applies to the vehicle or the premises where it is usually kept, must be complied with. c) Electrical cables and components must be professionally fitted. If the regulations are not complied with, in the event of loss or damage compensation can be reduced or completely eliminated under Section 74. d) A vehicle subject to a driving prohibition may not be used. At 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.

34 Glass breakage insurance

See Section 61 for deductibles not specified in your policy. The deductible amounts for glass repair and replacement are noted in the Insurance Letter

341 The policy covers damage

where the windscreen, side window or rear window is broken, cracked, or shattered as a result of sudden and unforeseen accidental damage or malicious damage.

342 The policy does not apply to damage

a) which occurred when the vehicle collided, overturned, or was driven off the road.

b) which occurred during competition with the vehicle or training for such competition.

c) theft or attempted theft.

35 Theft insurance

For deductible not stated in your policy see Section 61

351 The policy covers loss or damage

a) from theft
b) from attempted theft
c) from deliberate damage in connection with any of the circumstances stated in a) – c).
Compensation will be paid for loss of the vehicle if it has not been recovered within 30 days of its loss being reported to (i) the Police and (ii) us in a written notification using our digital claim form available on the website of AYYENS Sweden. Claims Management Sverige AS reserves the right to indefinitely extend the 30 days in the event of an ongoing investigation.

352 The policy does not apply to loss or damage

a) as stated in 351b) – d) caused by a person who lives in the same household as you
b) resulting from fraud or insurance fraud or embezzlement.
c) Extras or non-standard equipment or accessories that have been purchased without the knowledge of AYYENS.

353 Regulations

a) When the vehicle is parked, personal effects as stated in 311b and c) which are kept in the vehicle must be locked inside the vehicle.
b) Dismantled/disconnected vehicle parts or equipment as per 311b) and c) which are not kept in the vehicle, must be kept in a locked space accessible only to you. Items which, for reasons of size, function, or other reasons, cannot be reasonably kept under lock and key must be stored with care.

If these regulations are not complied with, the following will apply:

In case of loss or damage occurring other than from theft of the whole vehicle compensation may be reduced to 0.

354 Safety Instructions and Regulations for certain vehicles

For the latest approved locks see the website of the Swedish Theft Prevention Association: www.stoldskydd.se

1. Passenger cars and light commercial vehicles

When the vehicle is parked it must be locked with a steering wheel or gear lever lock.

2. Moped Class II

When the moped is parked it must be locked with a lock approved by AYYENS, e.g., a shackle or chain-and-padlock system. If shackle or chain-and-padlock are used, they must encompass two parts of the moped frame, e.g., both forks. Moped steering locks are not approved. If these regulations are not met, deductible compensation may be reduced to 0 in the case of theft.

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3. Trailers

When the trailer is parked it must be locked with a ball-hitch lock approved by us or locked with a Class III padlock and chain. If these regulations are not met, an extra deductible of SEK 3,000 will apply in case of theft and compensation may be reduced or lost

The above limitations do not apply if the vehicle is kept in

- a) a public car park with attendant on duty if the driver must hand over the key to the anti-theft device.
- b) a locked garage only accessible to you
- c) a workshop or service premises while under repair or service.

4. Snowmobile and four-wheeled motorcycle (quad)

When a snowmobile is parked, it must be locked with a lock approved by us or a Class III padlock and chain. When a quad is parked, it must be locked with a lock approved by us or a Class III padlock and chain. This also applies when it is parked in locked premises.

When a snowmobile or quad is carried on a trailer, the trailer must be locked with a ball-hitch lock approved by us or a Class III padlock and chain.

If these regulations are not met, deductible compensation may be reduced to 0 in the case of theft.

5. All above vehicles

If the requirements in 1 – 4 above are not met, an extra deductible will be imposed. The extra deductible will be established on reasonable grounds, taking into consideration the connection between the breach of regulation and the theft, the intent or negligence shown, and other relevant circumstances. The extra deductible will generally amount to SEK 6,000 for vehicles in Subsection 1 and SEK 3,000 for vehicles in Subsections 2 – 4.

The key to your anti-theft device must be kept carefully so it cannot come into the possession of others.

If the key is not kept carefully, compensation may be reduced to 0. The deduction will be established on reasonable grounds.

36 Mechanical Failure on passenger cars and light commercial vehicles

A special deductible applies to direct imported private cars. See Section 614.

361 The policy covers passenger cars which are not more than five years old calculating from first registration or have been driven not more than 150,000 km. The policy expires when one of these limits has been reached. If it cannot be determined on which date loss or damage occurred, it will be deemed to have happened on the day it was reported to us.

362 The policy covers unforeseen damage which affects the functioning of the vehicle and is related to any of the following components:

- a) Engine, including guidance and control components/software and engine battery for hybrid and electric car.
- b) Manifold and emission control system but not silencer and exhaust pipe
- c) Turbo/supercharger with control system

- d) Exhaust system, but not silencer and exhaust pipe
 - e) Ignition system, but not spark plugs
 - f) 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
 - g) Starting motor
 - h) Generator and consequential damages which affect the manufacturer's standard electrical functions
 - i) Fuel system, but not pipes, filter and fuel tank
 - j) Transmission system, but not worn clutch disc or damages resulting there from
 - k) Brake servo, guidance and control system for anti-lock brakes and anti-skid system, but not main and wheel cylinders
 - l) Steering system
 - m) Airbag including control system (even if it may not affect the functioning of the vehicle) and seat belt pretensioner
 - n) Intercooler (turbocharger)
 - o) System for active control and parking aid
 - p) Comfort controls (e.g., electronic tailgate, control unit to the seat, window, and central locking) and engines to these
 - q) Combination instrument (e.g., speedometer)
 - r) Wiper motor and controls (no leaks) for windscreen and rear window and rain sensors
 - s) Parking brake system and electronics
 - t) Factory mounted lights and control system including sensors
 - u) Electric heating in windscreen, windows, and door-mirrors
 - v) Air suspension and pump bellows
- Factory installed electronic systems for collision warning, security, communications, information, data, navigation, and multimedia (additional terms apply, please see paragraph 374.

Additional components for vehicles with hybrid or electric drive:

- (i) Battery for driving the vehicle but not low-voltage battery (additional terms apply, see paragraph 384)
- (ii) Factory mounted battery charger in vehicle (OBC)
- (iii) Energy recovery system
- (iv) High-voltage monitoring system
- (v) High-voltage cable including vehicle connector but not charging cable or external charging module
- (vi) Voltage converter
- (vii) Inverters
- (viii) Cooling system for high voltage battery including sensors

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

363 The policy does not apply to loss or damage

- 1. which is external damage (321), fire damage (331) or theft (351 a) – d))
- 2. caused by frost shattering, wetness, or corrosion
- 3. 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.
- 4. in components/software which differ from the corresponding parts in vehicles imported by the manufacturer's Swedish general agent
- 5. if the owner cannot confirm to our satisfaction that the age and the mileage of the vehicle fall within the limits set forth in Section 361

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6. for which the manufacturer or other party is legally responsible, or which compensation can be paid under a warranty or similar undertakings
7. caused by animals
8. costs of dismantling and re-assembly when after examination the damage is not covered under Mechanical Failure insurance.

364 Regulations

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 etc. of the vehicle must be followed.

A vehicle subject to a driving prohibition may not be used. At damage compensation will be reduced with 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.

If such instructions are not followed, compensation may be reduced as set forth in Section 77.

37 Assessment and compensation regulations

371 We reserve the right to determine whether the damaged vehicle shall be repaired, replaced with a vehicle of equal value or if compensation will be paid in cash (see also Section 763).

The owner of the vehicle, when authorized by us, must order the repairs, approve the work done or file complaints.

If available, used parts of equal value shall be used in repairs or replacements.

We have the right to determine place of purchase, supplier or similar.

Compensation is calculated on the basis of open market value immediately prior to the loss or damage.

If market value cannot be determined a notional write-off allowance will apply.

If the manufacture, model, age and origins of the equipment cannot be confirmed, for example with original invoice or warranty documentation, and this is due to your unwillingness to cooperate with us, compensation may be reduced. Reductions will be established on reasonable grounds.

372 We do not pay for

- a) The cost for improving or altering the vehicle during repair
- b) Extra costs arising from failure to use a retailer or supplier chosen by us in accordance with Section 371

- c) Extra costs for painting which does not correspond to the vehicle's original standard paint. Costs for trademarks or copyright-protected company logos will be paid if the vehicle is used in trade.
- d) Loss of value
- e) Normal wear and tear when the vehicle has been used following theft.

373 Damaged passenger cars or light commercial vehicles which were of standard manufacture may be replaced by a new vehicle of the same or similar make, type, and year model (new value replacement). All lost or damaged equipment may be replaced by new equipment if it was included in the purchase price of the vehicle. This also applies if the car is stolen and not recovered within the prescribed time.

New value replacement will be made providing:

1. that the loss or damage occurred within one year from first registration of the car
2. that you owned the vehicle continuously since its first registration
3. that the vehicle has not driven more than 15,000 km
4. that appropriate repair costs for the vehicle and the equipment included in the purchase price exceed 50% of the price at the time of the loss or damage. If an equivalent car is no longer available in the new car market, a calculation will be made based on the latest known approximate price for a new car plus VAT.

In special circumstances we reserve the right to pay for loss or damage in cash with an amount equal to what it would have cost us to acquire a new car.

374 We acquire the ownership rights to the vehicle or parts which have been replaced unless otherwise agreed.

Assessment of loss or damage:

Depreciation may be applied in the event of loss or damage to a vehicle's components over 12 months old.

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4. Rescue insurance for passenger cars and light commercial vehicles

411 The policy covers such transport of driver, passengers, insured vehicle, attached trailer and baggage as may be necessary due to the circumstances set out in 412 and 413. The incident must have happened while driving or travelling with the vehicle. Transport home must be approved by us beforehand.

412 The policy covers transport of driver/passengers to their domicile within the Nordic countries in the event that the vehicle has been damaged and is no longer safe to drive, ceased to function for other reasons or been stolen

1. if the vehicle is so severely damaged that it cannot be repaired safely within a time that is reasonable for the journey to continue. Outside the Nordic countries three working days are generally accepted,

2. if the vehicle is stolen and has not been recovered before the journey continues by other means.

3. If the vehicle must be left where it is because the driver has suffered an accident, suddenly became ill or deceased and no other passenger on the trip can drive it home, travel costs for the passengers and freight costs for the vehicle to your domicile will be covered.

4. We compensate necessary and reasonable costs for hotel accommodation if the travel time exceeds 7 hours.

Compensation regulations

1. Costs will be paid for the least expensive means of transport

2. Travel on to the destination can be paid instead of the trip home if it is not more expensive.

3. Travel costs for the passengers will be paid only to the place where the passengers started their journey, or to the vehicle's domicile if the passengers were to end their journey there.

413 The policy will cover the transport of a vehicle that has been damaged and is no longer safe to drive, ceased to function for other reasons or been stolen

a) the nearest suitable garage. This also applies when the ignition key to the vehicle has been lost, damaged, or locked inside the vehicle.

b) its domicile if the vehicle is so severely damaged that it cannot be repaired safely within a time that is reasonable for the journey to continue. Outside the Nordic countries three working days are generally accepted,

c) recovered after the journey has been continued by other means and you are abroad.

Compensation regulations

1. Transport of the un-repaired vehicle to its domicile in Sweden will only be paid for if the loss or damage occurred abroad.

2. The cost of picking up or bringing home the vehicle will be paid to a maximum amount corresponding to the value of the vehicle after loss or damage.

3. You must take care of picking up the undamaged or repaired vehicle. We will provide compensation for necessary and reasonable hotel costs if the travel time exceeds 7 hours.

414 The policy does not apply to

- a) additional costs arising from the vehicle being transported by trailer
- b) if the incident happened during competition with the vehicle or training for such competition, during extreme weather or during mandatory driver licence training
- c) stoppage due to lack of fuel.

415 Regulations

- a) Vehicles subject to a driving prohibition must not be used.
- b) The vehicle may not be used in circumstances which impose abnormal stress on the vehicle.
- c) Before the vehicle is used on frozen bodies of water, the driver must ensure, immediately before driving onto the ice, that it has sufficient bearing strength.
- d) If the regulations in b) –c) are not complied with, compensation for loss or damage may be reduced. Reductions 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.

5. Legal protection

511 The policy covers the owner, user, and driver of the vehicle in their capacity as such. The policy does not apply to anyone using the vehicle without permission. The policy only covers disputes set out in Section 52 and only when you have appointed a representative in the dispute as set out in Section 54.

52 Disputes

521 The policy covers disputes which can be tried by the district courts, the courts of appeal and the supreme court. The policy also covers judicial review if leave to review is granted.

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522 The policy does not cover

- a) petty cases where the value of claims does not exceed ½ the Price Base Amount, including other so-called small claims as defined in Chapter 1, Article 3d of the Code of Judicial Procedure (Sw. rättegångsbalken). This limitation does not apply to disputes arising out of this policy.
- b) auto rental companies in disputes of the vehicle or other claims relating to commercial rental of the vehicle.
- c) disputes regarding damages or other claims where the costs of crime cannot be compensated as set out in Section 53.
- d) cases which you do not have a justified interest in having tried before a court.

53 Criminal cases

531 The policy covers criminal cases if the insured is suspected or accused of

- a) a crime for which the penalty is limited to fines, e.g., careless driving
- b) manslaughter or
- c) causing physical injury or illness.

532 The policy does not cover criminal cases which involve suspected or accused drunk driving or illegal driving.

54 Legal Representation

541 For the policy to apply, you must engage a representative who is appropriate in relation to the insured's place of residence and the nature of the case and

- a) who is a member of the Swedish Bar Association (lawyer) or employed by a member of the Swedish Bar Association or
- b) can show that he or she during the last three years has been appointed as a representative under the Legal Aid Act (Sw. *rättshjälpslagen*) in a similar dispute and that he or she is still suitable, or
- c) can otherwise satisfactorily show that he or she is suitable.

542 Examination under Section 541 b) or c) of the representative's appropriateness will be carried out by the Swedish Insurance Federation's Legal Protection Panel (Sw. *Försäkringsförbundets Nämnd för Rättsskyddsfrågor*). The representative must commit himself or herself to accept the panel's determination of fees and other costs in dealing with the dispute.

543 We have the right to call upon the Swedish Bar Association to provide arbitration on what are reasonable lawyer fees and costs.

544 In disputes or legal cases which are dealt with outside Sweden, the insured must appoint a representative nominated by us.

55 Costs which can be compensated

551 You are compensated for costs set forth in Section 551a) if they are necessary and reasonable and cannot be paid by the other party or the state.

The policy will cover

- a) Fees and costs for a legal representative. Reasonable fees will be paid up to the level of legal aid fees under the Legal Aid Act
- b) costs for pre-trial investigation provided that the investigation is ordered by your legal representative
- c) costs for evidence in court and in arbitration
- d) The Court's service charges
- e) Legal costs which you are required to pay to the other party or the state following the court's decision or the arbitration panel's

award

- f) Legal costs which you have agreed to pay to the other party under an out-of-court settlement, provided it is clear that the court would have imposed higher costs on you if the case had gone to trial.

552 The policy does not cover

- 1. work done by you, loss of income, travel or subsistence or other costs for any of the insured
- 2. execution of any judgement, decision, or agreement
- 3. extra costs arising from you engaging several, or changing, legal representatives.
- 4. reimbursement to the arbitrator(s)

56 Deductible and maximum compensation

561 The deductible is stated in the policy

562 In any dispute we will pay a maximum of SEK 100,000

A dispute is deemed to be one dispute if two or more insured find themselves on the same side. If the insured has more than one dispute, these will be deemed to be one dispute if the claims are based essentially on common grounds.

57 When does the policy apply?

571 Legal protection is provided if the policy was in force when the events or circumstances giving rise to the claim or suspicion of criminal activity occurred, and not more than ten years have passed since then. Application must be made within three years of you engaging legal representation or of the suspicion of crime being brought to your notice. Otherwise, your right to legal representation lapses.

6. Flushing of fuel tank

The general terms and conditions apply to the policy unless otherwise is stated in this Section 6.

61. The policy will cover

The insurance covers automobiles and light trucks and covers

- a) flushing the vehicle's fuel tank in the event of misfuelling, indemnification is paid for cleaning the fuel tank, pipes and fuel filters
- b) towing to the nearest repair shop is included.

The vehicle may not be more than five years old, calculated from the first registration date, and may not have been driven more than 150,000 km. The policyholder shall be responsible for proving the age and mileage of the vehicle. If the policyholder cannot prove the date on which the damage was incurred, the occurrence will be deemed to have taken place on the date on which the claim was made.

62. The policy does not cover

The insurance does not cover consequential damage to an engine resulting from misfuelling.

63. Compensation Regulations

The maximum compensation is 20% of the price base amount.

64. Deductible

The insurance is subject to a deductible of 5% of the price base amount..

7. Special terms and conditions

The general terms and conditions apply to the policy unless otherwise stated in this Section 6.

711 Theft – direct imported vehicles

The following regulations apply to all direct imported vehicles which have been registered in Sweden less than three years and are less than 10 years old.

1. The windows of the vehicle must be marked with the registration number of the vehicle by etching or other permanent marking system.
2. The vehicle must be fitted with electronic theft prevention equipment. For vehicles with originally fitted electronic theft prevention equipment, a key certificate must be submitted at the time of claim. The certificate must confirm that no keys to the electronic theft prevention equipment exist other than those in your possession.
For vehicles without originally fitted electronic theft prevention equipment, or where the certificate referred to above cannot be submitted, an electronic theft prevention device approved by us must be fitted.
If any of these prevention measures is not in place or if the electronic theft prevention equipment was not functioning at the time of loss or damage, an extra deductible of SEK 10,000 will apply in the event of theft/attempted theft of the whole vehicle. The extra deductible will not apply if the car has been imported when new or as personal removal effects.

712 Engine damage –

direct imported privately owned passenger cars for direct imported private cars an extra deductible of SEK 5,000 applies. The extra deductible will be eliminated if the car has been imported as new or as personal removal effects (Sw. flyttgods).

713 Jointly insured off-road trailer

Off-road trailers are covered to the same extent as snowmobiles when they are coupled to a snowmobile. Off-road trailers are also covered when uncoupled providing that they are kept under lock and key. Compensation under this Section 614 is limited to an amount equal to 50 per cent of the base price amount

714 Deregistration insurance for passenger cars, snowmobiles, And light commercial vehicles

The policy only covers vehicles that have been deregistered from the Swedish Road Administration's Register of Vehicles and are not in use. Terms and conditions and deductible for comprehensive insurance apply. Engine damage and rescue insurance are excluded. Damage insurance as set forth in Section 32 is included.

715 Vehicles older than 50 years

For passenger cars and light commercial vehicles older than 50 years, compensation under this policy will be limited to a maximum of SEK 150,000.

716 Supplementary insurance for passenger cars and light commercial vehicles ("ADD ON-insurance")

ADD ON-insurance can be taken out on vehicles which are at least half-insured (third-party liability plus part-comprehensive).

717 The policy covers

a) Rental car service/interruption

If the vehicle cannot be used due to covered fire-, theft, Glass-, mechanical- or body/hull damage, a rental car service will be provided. Rental car will be provided during reasonable repair time. Compensation will be paid in the event of damage that is covered by the mechanical- or body/hull damage warranty of the car. For damage which occurs in Sweden, compensation will be paid for reasonable repair time.

For damage which occurs outside Sweden, or in Sweden on a journey between your place of residence and another country, compensation will be paid if the vehicle cannot be repaired safely within a period of time which is reasonable in the context of continuing your journey, usually three working days. The same applies if the vehicle is stolen and not recovered within 24 hours of the theft being reported to the local police. In cases of theft compensation will be paid for the period in which the vehicle is missing. If the vehicle is not recovered, compensation will be paid for a period reasonable for acquiring another vehicle of equal value.

The maximum compensation period is 45 days. For vehicle rental, we pay 75% of the total rental cost and you pay the remaining 25%. Extra costs for e.g., deductible reduction, fuel, congestion tax, ferry tickets and similar in respect of the rental car must be paid by you. If the vehicle is not to be repaired but redeemed, compensation will be submitted for a maximum of 14 days from the day AYVENS has contacted the affected party for settlement.

Compensation will only be paid for a vehicle with standard equipment of the same size as your own vehicle. We reserve the right to nominate the rental company.

Compensation is conditional on that you have rented the vehicle at auto rental assigned by us.

If you need to rent a vehicle outside of Sweden under this Section 717, the return journey to your place of residence must be planned in such a way that your own car can be picked up after being repaired.

If you are also in receipt of loss-of-use compensation due to third party liability, the rental vehicle/interruption compensation will only be paid if it is higher. In such cases, the difference will be paid out.

You must help to ensure that the interruption is as brief as possible.

b) External damage and collisions with animals

We will pay compensation

- If your vehicle is damaged in deliberate action by a third party
- If your vehicle is damaged in a collision with an animal

Damages caused by animal collision must be reported to the owner of the animal or, if the owner cannot be located, to the Police. Animals specified in 'Trafikskadlagen' should always be reported to the Police. In order for AYVENS to reduce the deductible to SEK 1,000 in case of vandalism or animal collision AYVENS requires photographs of the damage of the car. The policy does not cover loss or damage set forth in Section 351, theft insurance. Maximum compensation in part b) is SEK 10,000.

The policy does not cover

1. days lost due to delay or omission on your part
2. stoppage when the vehicle is subject to maintenance, compensational repair or similar
3. stoppage due to lack of fuel or to clear negligence of care and maintenance of the vehicle
4. loss or damage which occurred during competition with the vehicle or training for such competition, unless separately agreed with us.

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1. Vehicles subject to a driving prohibition may not be used.
2. The driver must have a valid driving licence. During driving lessons both teacher and learner must fulfil the requirements for authorised driving lessons.
3. The driver must not have been under the influence of alcohol or other intoxicants beyond the legal limit while driving the vehicle.
4. If you are in breach of any of the regulations set forth in Subsections

Subsections

- 1 – 3, the compensation may be deducted. Deductions will be made 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.

8. General terms and conditions

80 Premium and Premium payment

The premium is determined in accordance with your declarations relating to the nature of the cover chosen.

If, for technical reasons, we amend the tariff conditions applicable to the present contract, your contract premium and the deductibles may be amended from the first annual renewal date following this amendment.

When and where must you pay the premium?

The premium and its ancillary costs, as well as the duties and taxes relating to it are to be paid at the latest ten days after the renewal date indicated in the Policy Schedule.

In the absence of the payment of your premium in this time limit, we will send to your last known domicile, a registered formal demand letter which cancels your contract at the expiry of a time limit of fourteen days.

The payment is made to the registered office or to the representative of the company named in the Policy Schedule or any organisation authorised by the Company to receive the premium payment

If you have opted for the direct debit payment of premiums, this direct debit will cease as soon as a premium will remain unpaid. All of the annual premium less the fractions already paid will then become immediately due.

81 Policy period

811 Inception of the policy is at 0.00 hours on the date stated in the policy or at a point in time dictated by circumstances. Policy period is one year unless otherwise agreed. If the policy begins the day the policy is taken out, inception is at the time of agreement.

812 If inception time cannot be determined according to 811, inception will be at 0.00 hours on the day after the date on which you informed us that you wanted to take out the policy. If the policy is conditional on you paying the premium or if the policy is otherwise only valid if the premium is prepaid, inception will be at 0.00 hours on the day after the day on which premium is paid.

813 Unless otherwise stated in the Insurance Letter, the cover is taken out for the duration of one year with renewal and re-calculation of premium each subsequent annual renewal unless cancelled by the Insurer or the Policyholder.

82 Duty to disclose

When you take out, extend, or amend the policy, you are obliged on our request to disclose information which may be of significance to us when issuing the policy. The information you provide to us must be correct and complete. If you realise that we have received incorrect or incomplete information you are obliged to correct the information without delay.

821 Duty to disclose increased insurance risk

You must, without undue delay, inform us of any change of the information stated in the policy which may be of significance for the risk assessment. Failure to do so may result in reduced compensation.

83 Your right to cancel the policy

831 During the policy period

You may cancel the policy with immediate effect if

- a) your need for the insurance cover ceases or other similar circumstances
- b) we significantly fail to meet our obligations under the policy or the Insurance Contracts Act (*Sw. försäkringsavtalslagen*), or
- c) other circumstances of significant importance to the policy conditions occur.

832 Renewal of policy

If a policy is renewed, you may, prior to paying the premium, cancel the insurance with immediate effect. A renewed policy also terminates with immediate effect if you, without paying the renewal premium, acquire a similar insurance from another insurance company.

833 Amendment of terms and conditions

If we have requested amendments to your policy conditions, you may cancel the policy as of the day the amendments would come into force. Cancellation must be done prior to that day.

84 Our right to cancel the policy

841 We have the right to cancel the policy on expiry of the policy period. The cancellation must be done in writing and sent to you at least one month prior to expiry of the policy period. If you request that the policy should be renewed, the cancellation will only apply if there are particular grounds for not renewing the policy.

842 During the policy period

We may cancel the policy during the policy period if you or the insured disregard an obligation under this policy by gross negligence or if there are other particular grounds. The cancellation must be done in writing with 14 days' notice.

85 Rescue measures

851 You must, to the best of your ability, avoid loss or damage which you believe to be imminent and limit loss or damage which has already occurred. The guidance which we have provided must be followed. We will reimburse reasonable costs for appropriate measures. You will not be reimbursed if you are otherwise subject to compensation under law or statutory regulation, contract, warranty or similar. If you fail to comply with the regulations in respect of rescue measures, whether deliberately or by gross negligence, compensation can be reduced or eliminated as set forth in Section 87.

86 Loss adjustment

861 Claim for compensation requirements, regulations

The loss or damage must be reported to us without delay. In addition, the claimant must:

- in the event of theft or attempts to such crimes, break-in, robbery or assault, report without delay to the police authority in the district where the loss or damage took place and submit proof of the

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- police report to us.
- for loss or damage which occurred during transport on other means of transportation, report the loss or damage to the carrier
- specify the claim for compensation
- notify us if the loss or damage is covered by another insurance policy
- on our request provide information and submit original receipts, certifications, medical certificates, and other such documentation that we may need in the loss adjustment

862 Inspection, regulations

The claimant has an obligation to assist in an inspection

863 Repairs, regulations

In addition to what is stated in Section 85, breakdown recovery and auto repair are subject to our approval. Our instructions must be followed when deciding tow trucker, garage, repair methods and materials. We have the right to represent you in dealings with the garage. During the loss adjustment period, damaged objects must be kept available for inspection.

With our approval, you as the owner must order the repair and approve or reject the work done. In urgent situations such repair work may be done to the extent necessary for the continuation of the trip, subject to our consultations prior to the repair work.

864 Sanctions

If you fail to comply with regulations 861-863, compensation may be reduced or eliminated as set forth in Section 87.

865 Payment of compensation

We will pay compensation not later than one month after the person entitled to compensation has complied with the provisions in Sections 761-763. If it is obvious that the claimant is entitled to a certain amount, we will pay the amount prior to the compensation having been finalized.

866 Interest

If compensation is paid later than after the end of the month set forth in Section 865, we will pay interest in accordance with the Interest Rate Act (Sw. räntelagen). During a police investigation or a valuation set forth in Section 886, we will pay interest corresponding to Riksbankens (Swedish Central Bank) reference rate. Interest will not be paid on amounts less than SEK 50.

867 Time bars

The claimant's right to compensation under this policy is barred in time if judicial proceedings are not brought against us within ten years from the earliest date the claim could be established. If the claimant has submitted a claim within the time limit set forth above, he or she may always bring judicial proceedings against us within six months from our final decision.

868 Value Added Tax – VAT

Policyholders who are VAT-registered are responsible for payment of VAT

87 Compensation can be reduced

- a) if you have provided us with incorrect or incomplete information when the policy was taken out
- b) if you have failed to report changes in the circumstances you reported when the policy was taken out.
- c) if you have failed to comply with the policy terms and conditions (cf. Section 354).

If any circumstance described in a) – b) occurs, in addition to the applicable deductible, compensation may be reduced. Reduction will be established on reasonable grounds, taking into account the connection between your breach and the event.

The reduction may be higher or the right to compensation may lapse in serious cases.

871 Incorrect or incomplete information during loss adjustment

If the claimant after the claim, provides us with incorrect information or withholds information deliberately or in gross negligence, compensation may be reduced. Reductions will be established on reasonable grounds, taking into account the connection between the wrongful information and the claims handling, the amount of intent or negligence and other relevant circumstances.

872 Causing the insurable incident

If you have deliberately caused the insurable incident or aggravated its consequences, your right to compensation will lapse. If you have caused the insurable incident or aggravated its consequences in gross negligence, compensation will be paid only on particular grounds.

88 Regulations for particular circumstances

881 Supplier warranty/subscription

The policy does not cover loss or damage which is subject to an undertaking under other insurance or under a warranty, subscription, or similar commitment. However, the policy will cover the loss or damage if you can show that the party who made the commitment cannot fulfil it.

882 War damage

The policy does not cover loss or damage in connection with acts of terrorism, war or warlike actions.

883 Nuclear damage/dam failure

The policy does not cover loss or damage

- a) if the loss or damage was directly or indirectly caused by a nuclear process or
- b) directly or indirectly caused by dam failure in a hydro-power reservoir or storage reservoir for electricity production. This does not apply to compensation under the legal protection cover.

884 Force majeure

The policy does not cover loss resulting from the claims handling, repairs or payment of compensation are delayed due to war, actions of public authorities, strike, lockout, blockade, or similar events.

885 Double insurance

Although the same interest may be insured against the same risk under more than one insurance company or insurance policy, your right to compensation may not exceed the loss or damage.

886 If there is a dispute

In the event of dispute over the value of lost or damaged property, either party may demand that a valuator should establish the value. The valuator shall be appointed by the Stockholm Chamber of Commerce unless the parties agree otherwise.

The valuator shall apply the valuation principles set forth in these terms and conditions. The parties may put forward their own analysis and viewpoints. In the report the valuator shall establish how the value of the loss or damage has been calculated.

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You must pay SEK 1,000 plus 10 percent of the surplus amount of the valuator's fee up to a maximum of 50 percent of the fee. If the valuator values, the loss or damage to a higher level than we offered we will pay the valuator's fee.

887 Recourse

We acquire any rights you may have to claim compensation from others in proportion to the compensation we pay to you. You must not enter into any agreement with any person responsible for any loss or damage which involves you relinquishing your rights to compensation in whole or in part.

To the extent we have covered a claim under the third-party liability insurance, we have under the Traffic Damage Act the right to claim the damaging party for recourse, if the damage or loss is the result of e.g., a wilful act or gross negligence or negligence in connection with the influence of alcohol or other intoxicant beyond the legal limit. Furthermore, under the Traffic Damage Act we have the right to claim against the owner of a railroad, a tramway or the person or entity liable according to the Product Liability Act for recourse.

89 Data protection

891 Personal Data which you may provide to AYVENS Insurance, or its agents will be dealt with in accordance with the General Data Protection Regulations. Further information can be obtained in the AYVENS Insurance privacy policy which is available at

www.AYVENSinsurance.com/page/privacy-statement1 Personal Data is normally acquired directly from the registered person or from another company within the AYVENS group, but for certain financial services information can be acquired from employers or others.

AYVENS Insurance may process certain personal information about you – as customer, or as the insured, co-insured – such as name and address details, personal registration number and in particular cases also certain information about your business or citizenship, and certain information about financial circumstances and state of health. The information may be updated through external registers, for example SPAR. AYVENS Insurance may use, process, and store your Personal Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, preventing, detecting, and investigating fraud, as well as generally taking any steps in order to fulfil your contract and comply with legal obligations.

The Personal Data may be processed primarily within AYVENS Insurance, but may be provided to other companies, associations and organisations with which AYVENS Insurance may be co-operating, for example reinsurers, and public authorities in cases where there is a legal requirement to do so.

For further information regarding the third parties that AYVENS Insurance may share Data with, please see our Privacy Policy

www.AYVENSinsurance.com/page/privacy-statement1

AYVENS Insurance is a data controller under data protection legislation. AYVENS Insurance will retain your Data for no longer than is required or legally permitted. please see our Privacy Policy

www.AYVENSinsurance.com/page/privacy-statement1 for further information on the retention of Personal Data.

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Optional Extension to General Conditions – Tools and Equipment Cover

Where cover has been so extended and noted in the Insurance Letter, the General Conditions shall be amended as follows: -

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Extent of Validity

The insurance applies within the Nordic countries and refers to property stored in the vehicle and to trailers belonging to the vehicle.

Comprehensive Insurance

311 – Property Insured

Any tool, equipment or commercial item owned by the Policyholder in connection with the Policyholder's business or corporate activities.

Exclusions – Tools and Equipment Cover:

- any "goods in transit" i.e., property being transported for hire or reward e.g., by courier/delivery service
- money and valuable documents, mobile phones, computers, computer programs, reading and surfing tablets
- any equipment supplied as standard by the vehicle manufacturer
- loss or damage caused by fraud or embezzlement

Regulations – Tools and Equipment Cover:

In addition to the regulations noted in the General Conditions the following shall apply:

When the vehicle is unattended or parked, the following applies:

- Property kept on an open or covered platform of a trailer must be kept under supervision
- All keys must be removed. The keys must not be stored in or in immediate connection with the vehicle. This also applies to the loading and unloading of the vehicle
- The motor vehicle must be locked. If the vehicle's cargo space consists of cabinets, they must be locked. In order to ensure locking of the cargo space, locking spaces must be physically controlled by remote control before leaving the vehicle
- The trailer's coupling device must be locked with a lock approved by the Theft Protection Association (Stöldskyddsforeningen).

If these regulations are not complied with compensation may be completely eliminated.

Cover is subject to the Premium, Deductible and Compensation specified in the Insurance Letter.

