

# INSURANCE TERMS & CONDITIONS

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# 1. GENERAL INFORMATION

All cars have comprehensive insurance, but there is an excess for physical damage and theft. These can largely be reduced by purchasing excess insurance from Tryg Forsikring NUF, which we will arrange for you, when hiring your vehicle. The young driver excess for drivers under 24 years of age cannot be reduced.

## 2. WHO THE INSURANCE APPLIES TO

### 2.1 General

This insurance policy applies to the person who is the policyholder and the person who hires the vehicle, as well as any additional drivers declared by the hirer in the hire agreement. Motor insurance, roadside recovery insurance and PAI also apply to passengers in the vehicle. Where we use the words 'you' or 'your' in this policy wording, we are referring to everyone who the insurance applies to.

This policy applies to all persons hiring a vehicle who have reached 19 years of age and have held a driving licence for at least 1 year. If you are registering any extra drivers, this/these driver(s) must also satisfy these conditions and must present their driving licence to Avis. Only the persons named in the hire agreement are entitled to drive the vehicle. Family members of the hirer may also use the vehicle with the consent and at the risk of the hirer.

### 2.2 Drivers under 24 years of age

Drivers under 24 years of age are subject to a young driver excess of an additional SEK 2,500 for self-inflicted damage.

## 3. WHERE THE INSURANCE APPLIES – GEOGRAPHICAL COVERAGE

### 3.1 Sweden

This policy is valid in Sweden.

### 3.2 Outside Sweden

This policy also applies outside of Sweden, provided that the vehicle lender has consented to such in writing.

## 4. SCOPE OF THE INSURANCE

### 4.1 Insurance components

This policy covers the insurance components indicated in the specification in your hire agreement.

## 5. INSURANCE POLICIES

### 5.1 Reducing excess TPI

Theft Protection Insurance – TPI

Theft Protection Insurance limits the hirer's financial liability in case of theft or break-in of vehicle, or attempted theft or break-in of vehicle.

The hirer's excess is indicated in the Insurance Product Information Document (IPID).

Damages must always be reported immediately to the Avis location that you hired the vehicle from. The hirer must fill in, sign and submit a claims form to Avis, and also file a police report,

in order for the theft insurance to be valid. The hirer himself/herself is responsible for reporting the theft or break-in to the police.

## 5.2 Reducing excess CDI

Collision Damage Insurance CDI

This excess reduction policy reduces the hirer's costs in the event of damage to the vehicle in the following cases: Physical vehicle damage, third-party motor traffic damage, fire damage, and towing and recovery provided such damage has not been caused by fraud, theft, or attempted theft. The hirer's excess is indicated in the Insurance Product Information Document (IPID).

Damages must always be reported immediately to the Avis location that you hired the vehicle from. The hirer must fill in, sign and submit a claims form to Avis in order for the excess reduction policy to be valid.

## 5.3 Eliminating excess STPI

Super Theft Protection STPI

STPI Super Theft Insurance reduces the hirer's financial liability in case of theft, attempted theft, or break-in to an excess of SEK 0. This excess elimination policy (STPI) cannot be signed unless a theft protection policy (TPI) has also been signed. STPI can only be signed together with SCDI. Damages must always be reported immediately to the Avis location that you hired the vehicle from. The hirer must fill in, sign and submit a claims form to Avis, and also file a police report, in order for this theft insurance to be valid. The hirer him/herself is responsible for reporting the theft or break-in to the police. The excess for light goods vehicles up to 3.5 tonnes cannot be eliminated, but can instead be reduced to SEK 2,500 by signing an STPI. The hirer's excess is indicated in the Insurance Product Information Document (IPID).

## 5.4 Eliminating excess SCDI

Super Collision Damage Insurance SCDI

SCDI eliminates your excess to for physical vehicle damage, third-party motor traffic damage, fire damage, and towing and rescue provided such damage has not been caused by fraud or theft using the vehicle key. This excess elimination policy cannot be signed unless you have signed a (CDI). SCDI can only be signed together with STPI. The hirer's excess is indicated in the Insurance Product Information Document (IPID).

Damages must always be reported immediately to the Avis location that you hired the vehicle from. The hirer must fill in, sign and submit a claims form to Avis, in order for the excess reduction policy to be valid. The excess for light goods vehicles up to 3.5 tonnes cannot be eliminated. Instead, this excess can be reduced to SEK 2,500.

## 5.5 Eliminating excess Third Part Liability LI

LI eliminates your excess in the case of third part liability.

## 5.6 Personal accident, healthcare and travel insurance in case of traffic accidents

PAI - Personal Accident Insurance.

This policy covers both the driver and all passengers in the vehicle.

This policy is comprised of four components:

Personal accident

Healthcare

Transport of personal possessions from the car to your home in the event of an accident

Sudden damage to vehicle interior

## 5.6.1 Personal accident

### **This policy covers:**

- Personal accidents which you suffer as a result of travelling in an insured vehicle. Personal accidents, meaning physical injury, which you suffer involuntarily due to a sudden external event, external violence against your body as a result of travelling in an insured vehicle.

### **It does not cover:**

- Deterioration of health if medical experience indicates that such deterioration likely would have occurred even if the accident had not occurred.
- Injuries suffered as a result of you committing or participating in an intentional criminal act which could result in imprisonment under Swedish law.

## Medical invalidity

The maximum compensation for medical invalidity is SEK 500,000/person.

### **You may receive compensation for:**

#### *Medical invalidity*

- Medical invalidity is the impairment of physical or psychological function that is certified independent of the policyholder's profession, working conditions, or free-time interests.
- It should be possible to certify this functional impairment objectively. Persistent pain, loss of internal organs, and loss of sensory functions also constitute medical invalidity.

### **It does not cover:**

- Loss of capacity to work (financial invalidity).
- A functional impairment that cannot be objectively certified.
- More than 100% invalidity for one and the same accident.

### **How the degree of invalidity is determined**

The degree of medical invalidity is determined in accordance with the industry-wide table applicable at time of payout.

### **Amount of compensation**

Compensation shall be paid out to the sum of insurance that corresponds to the degree of medical invalidity. If your functional ability was previously impaired, this degree of medical invalidity is deducted from this impairment. If your functional ability can be improved by the use of prosthetics, the degree of invalidity is determined taking into consideration the function of the prosthesis. This impairment is certified regardless of the degree to which the policyholder's capacity to work has been reduced.

### **Right to compensation**

The policyholder's right to compensation for invalidity takes effect if the accident has led to a permanent reduction in his/her physical function, and this condition is stable and not life-threatening. Stable means that the condition is not changing, either for the better or for the worse.

In the case of medical invalidity, the policyholder's right to compensation for invalidity takes effect no earlier than twelve months after the accident occurs. However, the assessment of degree of invalidity may be postponed for as long as necessary according to medical experience or with respect to current rehabilitation options. If, when the invalidity arises, the definitive degree of medical invalidity cannot be assessed, an advance may be paid out to the policyholder as soon as this is possible. This payout shall be equivalent to the medical invalidity that can be assured. Once the final assessment of degree of invalidity has been made, a sum equivalent to the percentage increase in degree of invalidity shall be paid out. Compensation shall be paid out to the policyholder.

In the event of death before the right to compensation for invalidity takes effect, no compensation for invalidity will be paid out. If the right to compensation for invalidity has taken effect, the sum equivalent to the

definitive degree of medical invalidity that was assured and considered to have been present upon death shall be paid out.

#### **Your right to reassessment**

If injuries suffered in an accident cause the policyholder's physical function to worsen significantly after Tryg Forsikring has made a final decision regarding the policyholder's right to compensation on the grounds of injury, the policyholder shall have the right to have his/her degree of invalidity reassessed based on his/her new circumstances. Reassessment is permitted if the policyholder notifies Tryg Forsikring in writing of his/her desire for a reassessment within ten years of the accident, at the same time providing information on those circumstances which might entitle him/her to a reassessment.

### **Medical, dental and travel expenses in the event of injury**

#### **General**

In the event of an injury suffered by the policyholder, this policy covers the policyholder's costs for medical care and treatment by a physician or dentist, and costs for travel within five years after the accident which caused the injury. This policy only covers costs which would have been compensated if the policyholder had been subject to general health insurance in Sweden.

#### **You may receive compensation for:**

##### *Medical expenses*

- Necessary and reasonable costs for medical care and treatment by a licensed physician, medical care at a hospital, and treatment prescribed by a physician for treating the injury.
- Medical care and treatment in Sweden, subject to such treatment being administered by a physician who is connected with a general insurance policy or has a medical care agreement with the healthcare ombudsman.
- Costs for medical care with a physiotherapist or costs for other treatment in Sweden, subject to this treatment being administered on the orders of a physician who is connected with a general insurance policy or has a medical care agreement with the healthcare ombudsman.

##### *Treatment costs for dental damage*

- This policy covers necessary and reasonable costs for treatment performed by a licensed dental professional who is subject to a general insurance policy in Sweden

#### **Amount of compensation**

In the event that treatment comprises a single implant, compensation shall be provided to a maximum of 50% of the price base amount. In the event of implants in the form of bridge therapy, compensation shall be provided to a maximum of 50% of the price base amount per implant fixture, and to no more than a price base amount for the entire implant treatment. Price base amounts applicable at time of payout shall be applied. Treatment and expenses must be approved by Tryg Forsikring in advance. However, reasonable costs shall be reimbursed for any urgent treatment that is required even if such have not been approved.

The policyholder must find a dentist and report the damage without delay. An investigation must be enclosed with the report using the form provided by Tryg Forsikring.

If, in the event of an accident, the policyholder exhibits pathological changes or changes that are otherwise abnormal for his/her age, compensation shall only be provided for that damage that it can be assumed would have occurred if these changes had not been present when the damage occurred.

Damage to fixed prostheses is covered according to the rules that apply for damage to natural teeth. This also applies to removable prostheses which were in place in the policyholder's mouth at the time they were damaged.

If the insurer has provided compensation for final treatment of dental damage, the insurance policy will not provide further compensation. However, compensation can be provided in the case of deterioration which could not have been predicted during final treatment and which is due to the damage or injury suffered during the accident. This must occur no later than five years after final treatment is completed.

For policyholders under 25 year of age, the following also applies:

If final treatment must be postponed to a later point in time due to the age of the policyholder, costs for such delayed treatment shall also be covered, subject to Tryg Forsikring reaching a decision before the policyholder reaches 25 years of age and approving the delayed treatment, and up to a maximum of 30 years of age.

#### *Travel expenses*

- This policy covers expenses for necessary travel for such medical care and treatment as is required for the damage or injury. Travel must be endorsed by a licensed physician or dentist. Travel expenses shall be reimbursed to no more than an amount equivalent to the excess determined by the relevant county council. Additional costs for travel between a fixed or ordinary place of residence and a place of work or school during urgent treatment for the damage or injury, provided the damage or injury suffered during the accident has impaired the policyholder's ability to travel such that special means of transport must be arranged in order for the policyholder to be able to attend work or school as normal. The cheapest means of transport permitted by the health of the policyholder must be used. This need must be verified by a licensed physician.

Please note the following in particular:

Travel to and from a fixed place of work can be compensated by the policyholder's employer or the Swedish Social Insurance Agency (Försäkringskassan). Travel to and from a medical care facility is compensated by the county council. Compensation must therefore be requested from these places in the first instance.

#### **This policy does not cover:**

- Loss of income.
- Costs in case of illness.
- Costs for private medical care and treatment, and private operations and associated medical care costs. See instead 5.6.2.
- Medical expenses or travel expenses once compensation for definitive medical invalidity has been paid out.
- Dental damage caused by chewing or biting.
- Costs for travel to and from private medical care. See instead 5.6.
- Costs for travel with a private car that has been hired free of charge, or a company car etc. where no costs have been incurred.
- Costs that have been compensated by another party according to a special law or regulation, international convention, collective bargaining agreement, or other compensation body that can be claimed for the insurance case.

#### **Compensation in case of death**

Compensation of SEK 100,000 shall be paid out if the policyholder dies within three years of the accident as a result of the aforementioned accident.

#### **Who receives the compensation?**

Compensation is paid out to the estate of the policyholder.

#### **Crisis counselling**

Reasonable costs shall be covered for crisis counselling with an authorised psychologist if you have suffered a severe reaction as a result of damage or an injury that resulted from travelling with an insured hire car. This insurance protection is limited to 10 sessions per person within a period of 12 months from the time of injury. Choice of therapist/psychologist shall be made through contact with Tryg Forsikring. Treatment shall be performed in Sweden.

#### **5.6.3 Transport of personal possessions from the car to your home in the event of an accident**

Compensation is offered to cover the costs of getting your personal possessions back to your home in the event of a traffic accident.

Personal possessions means personal possessions in the interior compartment of the car.

#### 5.6.4 Sudden damages to vehicle interior

##### **Damages to interior furnishings**

Covers damage to furnishings inside the vehicle that is caused by a driver or passenger(s) acting in a sudden and unpredictable manner. This insurance does not cover damage caused by animals, smoking or other fire damage, or carrying cargo.

#### 5.7 Super PAI

Super PAI includes Theft of Property from the Hire Car.

##### **Theft of Property from the Hire Car**

This policy is valid within Europe in Green Card countries. The policy compensates you for property stolen from the hire car up to an amount of SEK 10,000 in case of theft, attempted theft, or break-in. In the event of a theft carried out following a break-in, this policy only applies from a locked vehicle and to property out of sight. Original receipts must be submitted in order to substantiate your claim to compensation.

Maximum compensation is SEK 10,000

## 6. OTHER INSURANCE POLICIES FOR AVIS HIRE CARS

### 6.1 Third Party Liability (TPL) and physical damage insurance

All hire cars are covered by motor insurance and physical damage insurance. Motor insurance is a legal requirement.

## 7. DUTY OF CARE/SAFETY REGULATIONS

### Duty of care/safety regulations for drivers

- The vehicle must not be driven by a driver who is over the legal limit with regards to the consumption of Alcohol or any other intoxicant.
- The vehicle may not be driven by a driver who does not have a valid and required driving licence.
- The vehicle may not be used for learning purposes unless the teacher or pupil satisfies the requirements for permitting use by learner drivers.
- Before the vehicle is used on frozen bodies of water, the driver must assure himself/herself that the ice is sufficiently thick immediately before driving or working on frozen bodies of water.

If someone other than the hirer uses the car with the permission of the hirer the same safety regulations that apply to the hirer also apply to this person.

### If the duty of care/safety regulations are not observed

Compensation shall be reduced, normally by 100%. Regulations regarding reduction of compensation can be found in Section 9. Rules of insurance.

### Duty of care/safety regulations for the vehicle

- All vehicle doors, windows and boot must be locked whenever the vehicle is left unattended. The keys to the vehicle must never be left unattended if they are not in a locked location.
- Goods in the vehicle must be stored securely so that they cannot cause damage to the vehicle.
- Manufacturer instructions regarding care and maintenance must be observed at all times.

## If the duty of care/safety regulations are not observed

Compensation shall be reduced, normally by 25%. For businesspersons, compensation may be reduced or cancelled entirely. Regulations regarding reduction of compensation can be found in Section 9. Rules of insurance.

If someone other than the hirer uses the car with the permission of the hirer the same safety regulations that apply to the hirer also apply to this person.

## 8. RESTRICTIONS – WHAT YOUR INSURANCE DOES NOT COVER

### 8.1 Restricted areas and during competitions

This insurance policy is not valid if the vehicle is used in races, for training, to practice driving, for exhibitions or for similar purposes within a restricted competition area.

The policy is not valid if you use the vehicle for competition purposes, for training for such competition purposes, or in the event of high-speed driving under competition-like circumstances.

### 8.2 War, other armed conflict etc.

#### Personal injury

This policy does not apply, either in Sweden or another country, for illnesses or injuries suffered as a direct cause or relating to a war, other armed conflict, or war-like political unrest that is on-going at the time that the illness or injury is caused. If, during the insurance period, the policyholder is outside of Sweden in an area where a war, armed conflict or similar unrest breaks out, this restriction shall not apply for the first three months after the incident that triggers these new risks begins. This is subject to the policyholder not taking part in or assuming the role of a reporter or similar regarding the events that trigger the new risks. This policy covers illness or injury caused by persons involved in military peacekeeping missions under the direction of the UN, or other peacekeeping engagement as approved by the Swedish parliament.

#### Property damage

##### In Sweden

This policy does not apply to damages connected with war, war-like events, civil war, revolution, or civil unrest.

##### Outside of Sweden

This policy provides compensation subject to damage being caused by war or other unrest, as mentioned above, within 3 months from such time as the unrest broke out, and subject to the vehicle being present in the affected area before such unrest broke out up until the day, on which the damage occurred without interruption. It is furthermore required that the policyholder has not taken part in the events or assumed a role as a reporter or similar, and that he/she has not permitted anyone else to use the vehicle for such purposes.

We shall also pay for additional expenses required for repatriation, through the towing and recovery policy, under the same conditions. Loss of the vehicle due to it being confiscated or left behind during evacuation is covered through the theft and break-in policy.

The motor insurance policy applies for damages where the Swedish Motor Traffic Damage Act (Trafikskadelagen) is applicable.

### 8.3 Acts of terrorism

This policy does not apply to property damage, illness or injury caused by, connected to, or otherwise resulting from explosions or the use of biological, chemical or nuclear substances, nuclear waste, or other substances containing harmful radiation in connection with or resulting from an act of terrorism. An act of terrorism is



defined as an act which causes damage, whereby such an act is punishable in the place where it is committed or damage is incurred, and which appears to have been committed with the aim of:

- seriously frightening a population.
- improperly forcing a public body or international organisation to take a certain action, or seriously destabilising or destroying fundamental political, constitutional, and economic or social structures in a country or international organisation.

## 8.4 Nuclear event

This policy does not apply to property damage, illness or injury caused directly by a nuclear reaction connected with a military operation which the policyholder is engaged in.

## 8.5 Force Majeure

This policy does not apply to losses that may be incurred if the investigation into the insured event or payment of compensation is delayed due to war, war-like events, civil war, revolution, or civil unrest, or due to public measures, strike, lockout, blockade, or similar events, or due to natural disaster.

# 9. RULES OF INSURANCE

## 9.1 Insurer and supervisory authority

The insurer for this policy is Tryg Forsikring A/S via its subsidiary, Tryg forsikring NUF Forsikring. The supervisory authority is the Danish Financial Supervisory Authority.

## 9.2 Restrictions to the liability of Tryg Forsikring

### 9.2.1 Causing an insurance case

If the policyholder has intentionally caused an insurance case, the insurer shall not pay him/her any compensation. The same shall apply to the extent that the policyholder has intentionally exacerbated the consequences of an insured event.

If the policyholder has caused an insurance event or exacerbated the consequences thereof through gross negligence, then compensation for him/her may be reduced according to what is reasonable with respect to his/her circumstances and the circumstances as a whole. The same shall apply if the policyholder must otherwise be assumed to have acted or failed to act in the knowledge that this infers a significant risk that such damage shall occur.

If damage was caused through negligence that is not gross, in connection with a breach of a duty of care or safety regulations in the policy wording, we shall be entitled to reduce insurance compensation by a reasonable amount.

### 9.2.2 If you fail to observe the duty of care – consumers

If the policyholder has failed to observe the duty of care/safety regulations in the insurance agreement or a regulation which the policy wording refers to, insurance compensation for this policyholder may be reduced by a reasonable amount. This reduction shall be reasonable with respect to the circumstances associated with the damage incurred.

### 9.2.3 If you fail to observe the safety regulations – businesspersons

If, in case of an insurance case, the policyholder has failed to observe a safety regulation that is stipulated in the policy wording or a regulation which the wording refers to, compensation shall be paid out from the policy only to the extent that it may be assumed that such damage would have occurred even if the regulation had

been observed. The policyholder is considered equivalent to another person whose responsibility it was to ensure that the regulation is observed.

#### 9.2.4 Incorrect information during handling of a claim

If the policyholder or anyone else requesting compensation from Tryg Forsikring after an insurance case has intentionally or through gross negligence provided incorrect information, concealed information, or hidden anything that is significant with respect to the assessment of said person's right to compensation from the insurer, the compensation that would otherwise have been paid may be reduced to a reasonable extent with respect to the circumstances. In the worst case, such a reduction may result in you or anyone else requesting compensation from us receiving no compensation whatsoever.

#### 9.2.5 Reduction of insurance compensation

If the policyholder has disregarded his/her obligations according to the insurance agreement, compensation shall be reduced by a reasonable amount. The extent to which compensation is to be reduced shall be determined according to what is reasonable with respect to all current circumstances. Facts of significance in this respect are whether such disregarding of obligations was intentional, or otherwise the level of negligence. Consideration shall be given to whether there exist extenuating circumstances, or whether such a reduction would be of an unreasonably large magnitude. In the event of a serious breach of your obligations, you may forfeit your compensation entirely.

When reducing compensation, we take into account how long the obligation was disregarded for, whether the property is worth stealing, the value of the property, the location and exposure of the property, and whether the incident occurred in an urban area, large city or the countryside.

### 9.3 Regulating damages

#### 9.3.1 Reporting damages and claiming compensation

Illnesses or injuries which may entitle you to compensation must be reported to Tryg Forsikring as soon as possible. If Tryg Forsikring requests such, the person making the claim to compensation must submit a doctor's note and other documentation relevant for determining the right to compensation. The costs for the doctor's note and other documentation shall be reimbursed by Tryg forsikring . Claims to compensation for costs must be verified by original documents. The policyholder's right to compensation is subject to him/her engaging a physician, whom Tryg Forsikring will instruct, without delay. Tryg Forsikring shall be granted consent to collect such information as it requires to assess the policyholder's right to compensation from physicians, hospitals, other medical care facilities, general health insurance providers, or other insurance institutions if Tryg Forsikring requests such. It arises from the compensation component that Tryg Forsikring healthcare planning will always arrange private medical care.

#### 9.3.2 Time for paying out insurance compensation

Tryg Forsikring shall pay out compensation from this insurance no later than one month after the right to compensation arose and the person making the claim to compensation has fulfilled the requirements in the section Reporting damages and claiming compensation.

If the person making the claim to compensation clearly has a right to at least a certain sum, this sum shall be paid out immediately and offset against the final compensation amount.

#### 9.3.3 Statute of limitations

##### **1. Insurance compensation**

A person who wishes to receive compensation from his/her insurance policy or other insurance protection must bring his/her claim within ten years from such time as the event which entitles him/her to such protection according to the insurance agreement occurs.

If the person who wishes to receive insurance protection has submitted his/her claim to the insurer within the period indicated in the first clause, the deadline for bringing the claim is always six months from such time

as the company has declared that it has made a decision regarding the claim. In the event of recovery of sums between insurers, the deadline for bringing the claim is always at least 1 year from the time of the payment underlying the claim to recovery.

If a deadline to bring a claim or a statute of limitations has not yet expired at such time as proceedings are initiated before a committee for alternative resolution of the dispute, the deadline shall pass no later than one month after conclusion of the proceedings before the committee.

If the claim is not brought according to this paragraph, the right to insurance protection is forfeited. Earlier provisions regarding the statute of limitations apply to insurance agreements that began before 1 January 2015 and have not been renewed thereafter (older policies), unless otherwise arises from the clause below.

The provisions in this wording regarding the statute of limitations shall also be applied to older policies if the event which, according to the insurance agreement, entitles him/her to compensation from his/her insurance policy or other insurance protection occurs after 1 January 2015.

## **2. Compensation for traffic liability damage**

Persons who wish to receive compensation according to this Act must bring their claim within 10 years from the date of the damage event.

However, if the injured party requests reassessment according to Chapter 5, section 5 of the Swedish Tort Liability Act (Skadeståndslagen 1972:207), the claim must be brought within 3 years from such time as the circumstances underlying the petition for reassessment arose.

If the person who wishes to receive compensation has reported the damage to the insurer within the period indicated in the first clause, the deadline for bringing the claim is always 6 months from such time as the insurer has declared that it has made a decision regarding the claim.

Otherwise, the applicable provisions are such as arise from the policy wording, the Swedish Insurance Agreement Act (Försäkringsavtalslagen 2005:104), and the Motor Traffic Damage Act (1975:1410).

### **Transitional provisions**

Earlier provisions regarding the statute of limitations for compensation for motor traffic damage shall apply to a claim that is based on damages if the damage event occurred before the date of coming into legal force, 1st January 2015.

The provisions under G.6 paragraph 2 of this wording regarding the statute of limitations for compensation for motor traffic damage shall also be applied to older claims that are not based on damages if the agreement regarding motor insurance was entered into before the effective date and was not renewed thereafter.

## **9.4 Applicable law**

The insurance agreement is subject to Swedish law. The most important provisions can be found in the Insurance Agreement Act (2005:104), and the Motor Traffic Damage Act (1975:1410). Disputes arising from the insurance agreement shall be handled before a Swedish court under application of Swedish law.

## **9.5 What to do if you disagree with us**

In the first instance, please contact the risk assessor or claims adjuster who is handling your case. A conversation may provide you with more information and may help to clear up any misunderstandings. If you feel that you have not been treated fairly, please contact your case worker's supervisor. If you are still not satisfied, the following options are available to you with respect to having your case reassessed.

### **9.5.1 Swedish Board for Insurance of Persons (Personförsäkringsnämnden)**

It is the duty of the Board to issue an advisory opinion, upon request from an insurance policyholder, in disputes between policyholders and insurers regarding healthcare, accident, and life insurance.

The authority of the Board is limited to matters, in which the Board requires assistance from a consulting physician in matters of medical insurance. Reassessment is free of charge and can be requested from Personförsäkringsnämnden  
Box 24067  
104 50 Stockholm  
Tel 08-522 787 20  
Fax 08-522 787 30.

**9.5.2 Swedish National Board for Consumer Complaints (Allmänna reklamationsnämnden ARN)**  
ARN is a public authority in Sweden which handles disputes between consumers and businesspersons. It is the consumer who makes the application. Applications to ARN must be submitted no later than one year after the consumer complained to his/her insurer. The insurer then issues a statement on the application. The Board then recommends a resolution for the dispute.

Allmänna reklamationsnämnden  
Box 174  
101 23 Stockholm  
www.arn.se  
arn@arn.se  
08-508 860 00

**9.5.3 Swedish Board for Legal Protection Insurance Issues (Nämnden för Rättsskyddsfrågor)**  
FNR is a board for alternative resolution of disputes regarding legal protection insurance and motor insurance which acts as legal counsel with regards to handling personal injuries. Applications to FNR must be made no later than 12 months from the time of the insurer's final decision. The insurer issues a statement on the application, after which FNR issues an advisory opinion.

Insurance Sweden (Svensk Försäkrings Nämnder)  
Nämnden för Rättsskyddsfrågor  
Box 24067  
104 50 Stockholm  
www.forsakringsnamnder.se

**9.5.4 Swedish Road Traffic Injuries Commission (Trafikskadenämnden, TSN)**  
The Road Traffic Injuries Commission reviews all compensation matters, regardless of their nature. The Commission primarily handles issues regarding compensation in case of invalidity and death. If the injured party so requests, the Commission can also review matters relating to compensation for personal injury.

The Road Traffic Injuries Commission is a commission that was set up by the insurance companies and works towards standardised and reasonable compensation in the event of personal injury within the scope of motor insurance. In accordance with the Swedish Parliament's wording in the Motor Traffic Damage Act

#### 9.5.5 Ordinary courts

Regardless of whether or not your case is reviewed by one of the above boards or commissions, you can still bring your dispute before a court for judicial review. There are a few opportunities available for claiming back costs from general legal aid or legal protection insurance, for example in home insurance matters.

#### 9.5.6 Swedish Consumer Insurance Agency (Konsumenternas försäkringsbyrå)

You can also get information and guidance on matters relating to insurance from the Swedish Consumer Insurance Agency:  
Box 24215  
104 51 Stockholm  
Tel 08-22 58 00 (9.00-12.00)  
Fax 08-24 88 91  
www.konsumenternasforsakringsbyra.se