



COMPANY CARS AND UTILITY VEHICLES  
VALID FROM 1ST MAY 2017

# Insurance Terms

# Insurance Terms

COMPANY CARS AND UTILITY VEHICLES  
VALID FROM 1 MAY 2017

## 1. VALIDITY

- 1.1 WHERE THE INSURANCE APPLIES
- 1.2 WHOM THE INSURANCE APPLIES FOR/INSURED INTEREST
- 1.3 WHAT THE INSURANCE APPLIES FOR

## 2. SCOPE

- 2.1 THIRD PARTY/MOTOR LIABILITY INSURANCE
- 2.2 FIRE
- 2.3 GLASS
- 2.4 THEFT
- 2.5 FUNCTIONAL DAMAGE
- 2.6 RESCUE INSURANCE
- 2.7 LEGAL EXPENSES INSURANCE
- 2.8 DAMAGE TO THE VEHICLE
- 2.9 EXCESS PAYMENTS
- 2.10 STORAGE INSURANCE

## SUPPLEMENTARY INSURANCE

- 2.11 PLUS PACKAGE
  - 2.11.1 HIRE CARS
  - 2.11.2 EXCESS ELIMINATION ANIMAL COLLISION
  - 2.11.3 ACCIDENTS IN THE CAR INTERIOR
- 2.12 PLUS PACKAGE EXTRA  
ALSO CONTAINS, BESIDES PLUS PACKAGE, A LOWER EXCESS IF THERE IS A PERSONVAGNSGARANTI
- 2.13 HIRE CARS/HIRE CAR COMPENSATION
- 2.14 EXCESS ELIMINATION ANIMAL COLLISION
- 2.15 RENAULT FÖRSÄKRING CARE

## 3. RESTRICTIONS, STANDARD OF CARE REQUIREMENTS AND OTHER OBLIGATIONS

- 3.1 THE INSURANCE DOES NOT APPLY TO DAMAGE THAT HAS OCCURRED
- 3.2 THE INSURANCE NEITHER APPLIES TO DAMAGE
- 3.3 STANDARD OF CARE REQUIREMENTS
- 3.4 NEITHER DOES THE INSURANCE APPLY TO DAMAGE OCCURRING IN THE FOLLOWING SPECIAL SITUATIONS
- 3.5 INSURANCE CONDITIONS
- 3.6 IF DAMAGE OCCURS
- 3.7 IF STANDARD OF CARE REQUIREMENTS OR OTHER OBLIGATIONS ARE NOT FULFILLED
- 3.8 CAUSING THE CLAIM
- 3.9 THE FOLLOWING ARE CLASSED IN THE SAME CATEGORY AS THE INSURED PARTY

## 4. COMPENSATION AND VALUATION

- 4.1 COMPENSATION
- 4.2 RECEIPT
- 4.3 REPAIRS
- 4.4 VALUATION
- 4.5 PURCHASES
- 4.6 WE DO NOT PAY COMPENSATION FOR THE FOLLOWING
- 4.7 EMERGENCY REPAIRS
- 4.8 REPLACEMENT VALUE COMPENSATION
- 4.9 RECOVERY AND COLLECTION
- 4.10 DISPUTES REGARDING VALUE
- 4.11 DOUBLE INSURANCE

## 5. GENERAL TERMS AND CONDITIONS

- 5.1 TERM OF THE INSURANCE
- 5.2 RECOURSE
- 5.3 STATUTORY LIMITATION
- 5.4 SWEDISH LAW
- 5.5 BASE AMOUNT
- 5.6 INSURER
- 5.7 AUTOMATIC VEHICLE DAMAGE INSURANCE WHEN THE PERSONVAGNSGARANTI CEASES

## 6. APPEALS AGAINST CLAIMS SETTLEMENT DECISIONS

- 6.1 COURT
- 6.2 REVIEW, PRIVATE INDIVIDUALS
- 6.3 FÖRSÄKRINGSFÖRBUNDETS NÄMND FÖR RÄTTSSKYDDSFÖRÅGOR (THE INSURANCE ASSOCIATION'S BOARD FOR LEGAL PROTECTION ISSUES)
- 6.4 TRAFIKSKADENÄMNDEN (TSN)

### RENAULT FÖRSÄKRING

405 36 Göteborg

[www.renaultforsakring.se](http://www.renaultforsakring.se)

#### Phone

Insurance matters  
031-725 08 10

#### Claims

031-725 09 10

#### If you require help

Sweden – Renault Assistance  
020-25 05 00

#### Abroad – Europ Assistance

+46 8 411 11 27

#### Mail

Insurance matters  
[foretag@renaultforsakring.se](mailto:foretag@renaultforsakring.se)

#### Claims

[foretagsskador@renaultforsakring.se](mailto:foretagsskador@renaultforsakring.se)

# 01

## VALIDITY

### 1.1 WHERE THE INSURANCE APPLIES

Renault Försäkring insurance policies apply to Swedish-registered cars and lorries in the countries that are covered by the Green Card agreement. The insurance also applies during transit between countries within the validity area.

The third party insurance applies at all times anywhere in the world in accordance with the Motor Traffic Damage Act, in the event that Swedish citizens, or those who live in Sweden, have been injured as a result of road use involving a Swedish-registered car.

Renault Försäkring additional insurance policies can be taken out on Swedish-registered cars (vehicle class 01) not intended for commercial traffic/hire. Renault Försäkring additional insurance policies can also be taken out on light trucks (vehicle class 50).

### 1.2 WHOM THE INSURANCE APPLIES FOR/INSURED INTEREST

The insurance only relates to the policy-holder's interests.

If the vehicle has been purchased on hire-purchase or credit, Renault Försäkring is entitled to pay compensation to the seller. Such compensation is paid mainly in accordance with the seller's remaining claim according to the rules in the Consumer Credit Act, the Credit Sales Act or the Credit Sales between Undertakings Act.

If the policy-holder has hired the vehicle/the battery, Renault Försäkring is entitled to pay compensation to the owner.

### 1.3 WHAT THE INSURANCE APPLIES FOR

Accidental damage motor vehicle insurance comprises damage to the vehicle insurance, fire insurance, glass insurance, theft insurance and mechanical breakdown insurance. As regards rescue insurance, please refer to section 2.6, and for legal expenses insurance, please refer to section 2.11.

It is evident from the insurance policy what types of insurance are included in the agreement. For damage to be covered by insurance, it is necessary that the damage has occurred suddenly and unexpectedly.

#### 1.3.1 THE INSURANCE, EXCEPT FOR THIRD PARTY INSURANCE, COVERS THE FOLLOWING PROPERTY

1. The vehicle.
2. Equipment in or on the vehicle that belongs to the vehicle and can be considered to be normal for a vehicle of the same type and make as the insured vehicle. Radio/tele and other electronic equipment is only covered by the insurance if it is permanently installed and designed to be used only in car. Permanently installed" means that tools are required in order to remove the equipment. Mobile telephones are not covered, although permanently installed accessories such as wiring, holders and hands-free equipment are included.
3. Dismantled vehicle components or equipment in accordance with point 2. If other vehicle components or equipment are installed in their place, the insurance only applies for the vehicle component or equipment that is installed. For cars and light trucks, however, the insurance applies for an extra set of wheels in addition to the wheels mounted on the vehicle.

# 02

## SCOPE

### 2.1 THIRD PARTY/MOTOR LIABILITY INSURANCE

Third party insurance for vehicles that require third party insurance and motor accident insurance for vehicles that do not require third party insurance.

#### 2.1.1 THE INSURANCE APPLIES FOR

According to the rules in the Motor Traffic Damage Act, the insurance applies to personal injury and material damage as a consequence of road use with the vehicle. According to these rules, compensation cannot be paid for damage e.g. to the vehicle or to property being transported with the vehicle. However, each injured driver or passenger receives compensation up to ½ the base amount for simultaneously damaged clothes and other possessions being worn at the time of the injury. This expanded compensation entitlement does not apply to valuables such as cameras, rings and jewellery, nor to money or valuable documents.

Damage/injury outside of Sweden that is not covered by the Motor Traffic Damage Act is regulated in accordance with the legislation in the country where the damage/injury occurred. As regards Swedish citizens or those who live in Sweden, see chapter 1, Validity.

In the event of damage to property, the compensation can be reduced (adjusted) if the person affected has contributed, i.e. himself has liability for the damage having occurred. Irrespective of this, the insurance pays full compensation up to ¼ of the base amount. For that part of the damage that exceeds ¼ of the base amount, the compensation is reduced in accordance with the rules in the Motor Traffic Damage Act. This extended compensation entitlement does not apply

- a) In the event of damage to
  - Motorised vehicles.
  - Vehicles that are coupled to motorised vehicles.
  - Track-bound vehicles.
  - Property that is being transported using vehicles of the types mentioned above.
  - Property that belongs to the policy-holder himself or the insured vehicle's user or driver.
- b) If the owner of the property has been grossly negligent or has caused the damage with intent.

#### 2.1.3 STANDARD OF CARE REQUIREMENTS

The insured party shall immediately notify Renault Försäkring if a claim for damages has been made against him and the claim leads to legal action. He must follow Renault Försäkring instructions. If the insurance applies for the claim Renault Försäkring will pay the insured party's legal expenses to the extent these are reasonable and correspond with Renault Försäkring interests in the legal action.

Renault Försäkring will not pay any costs that would have been paid by public funds had the application been made.

This is not binding for Renault Försäkring if the insured party, without Renault Försäkrings permission, admits liability for damages, approves compensation claims or pays compensation. Neither will Renault Försäkring be bound by the court's judgement if the insured party has not fulfilled his duty to report.

#### 2.1.4 EXCESS PAYMENTS IN THIRD PARTY INSURANCE

The insurance applies with an excess, if this is specified in the insurance policy or in the insurance terms and conditions. If more than one excess payment applies to the same damage, the excess amounts are combined.

The insurance applies with an extra excess of 1/10 the base amount, known as criminal excess

- If the driver has driven the vehicle without having the required driving license or during driving practice when the instructor/student does not satisfy the requirements for permitted practice driving.
- If the body imposing the penalty or judgement that has gained legal force demonstrates that the driver was guilty of drunken driving or was criminally influenced by a substance other than alcohol.
- In the event of intent or serious negligence.

This excess is not applied in the event of drunken driving or the influence of substances other than alcohol if it is evident that these circumstances did not contribute to the occurrence of the damage or injury. Renault Försäkring is also entitled to reclaim an amount from the party causing the damage or injury in accordance with the provisions in the Motor Traffic Damage Act.

The insurance for cars (not taxis), trucks with a total weight not exceeding 3,500 kg and motorhomes applies with an excess of SEK 1,000 if the driver was below 24 years of age when the damage or injury occurred (youth excess).

Unless otherwise agreed, the excess is twenty times the base amount in the event damage to aircraft or parts of aircraft. This only applies if the damage has occurred at an airport or other location where the aircraft was waiting or where parts of the aircraft were being stored.

#### 2.1.4.1 EXCESS IS NOT APPLIED

- In the event of payment solely for an injured dog or reindeer.
- If the damage or injury occurred when the vehicle was stolen or misappropriated.
- If the damage or injury occurred when a policeman or other official person was inspecting the vehicle.
- If both the policy-holder can demonstrate that a person other than himself or the driver caused the damage or injury or that the damage or injury was caused through defectiveness on the part of another motorised vehicle, and it is not demonstrated that the policy-holder or the driver has contributed nor that defectiveness in their vehicle has contributed to the damage or injury.

The policy-holder, following a demand from Renault Försäkring, must pay that part of the paid damages that corresponds to the excess.

However, Renault Försäkring may not demand more than 1/10 the base amount from a physical person for one and the same claim. This also applies if the sum of the applicable excess payments in the third party insurance is higher. Renault Försäkring can pass a demand regarding unpaid excess for third party insurance to Trafikförsäkringsföreningen.

#### 2.1.5 VALUE ADDED TAX

On request, the policy-holder must utilise his entitlement to transfer a credit to an insurance company in order to repay the VAT that is paid to the injured party.

## 2.2 FIRE

### 2.2.1 THE INSURANCE APPLIES TO DAMAGE

- a) Resulting from fire, lightning or explosion.
- b) In electrical cables as a result of a short-circuit, as well as direct consequential damage in electrical components.
- c) Brand founded by a third party\*.

\*Third party refers to a party other than you which acts without your consent. Fire refers to fire that has broken out.

### 2.2.2 THE INSURANCE DOES NOT APPLY TO DAMAGE

- a) To the engine, exhaust system, tyres and hoses as a result of an explosion in these.
- b) That has arisen as the result of a traffic accident, even if the damage has occurred as a consequence of fire, lightning, explosion, short-circuit or similar.
- c) Short-circuit in components covered by the Machinery damage insurance even if such insurance is not included for the vehicle.

### 2.2.3 STANDARD OF CARE REQUIREMENTS

1. High-tension devices and devices that are to be used for heating or drying the vehicle must be approved for their purpose in accordance with the applicable regulations.
2. High-tension devices that are not registered in the Electrical materials register at SEMKO may not be used in the vehicle.
3. Regulations issued by the authorities to prevent or limit damage and that apply to the vehicle or the place where the vehicle is generally kept must be observed.
4. Electrical cables and components must be installed by professionals.

If the standards of care are not adhered to, compensation in the event of damage or injury can be reduced or not be forthcoming in accordance with 3.7.4.

### 2.2.4 EXCESS PAYMENTS

See insurance policy.

If during the occasion of injury the Volvo private car is younger than 5 years counted from the first day of registration, the excess is SEK 0 unless agreed otherwise.

For dismantled vehicle components, excess applies in accordance with the insurance policy.

## 2.3 GLASS

### 2.3.1 THE INSURANCE APPLIES FOR

damage consisting of windscreen, side windows or rear windscreen have being broken through, cracked or shattered.

### 2.3.2 THE INSURANCE DOES NOT APPLY FOR

damage that has occurred when the vehicle has collided, overturned or driven off the road.

### 2.3.3 STANDARD OF CARE REQUIREMENTS

see chapter 3.

### 2.3.4 EXCESS PAYMENTS

See insurance policy.

If the damage to a window is repaired instead of replacing the window, an SEK 200 excess is imposed.

If the repair is made to a Renault by an authorised Swedish Renault dealer, the excess is SEK 100.

The afore-mentioned applies unless agreed otherwise.

## 2.4 THEFT

### 2.4.1 THE INSURANCE APPLIES TO DAMAGE THROUGH

- Theft.
- Misappropriation of the vehicle.
- Attempts at such crimes.

**These events must be reported to the police.**

In order for the insurance to apply for equipment in accordance with 1.3.1, it is necessary for the equipment to be permanently secured to the vehicle or kept in the vehicle. We compensate for the loss of vehicles that have not been recovered within 30 days from the day we received written notification of loss.

The term theft is defined in the Criminal Code. It means that somebody unlawfully takes something that belongs to another person with the intention of keeping or selling it. Misappropriation of a means of conveyance means that somebody unlawfully takes a vehicle that belongs to another person in order to use it, although with no intention of keeping or selling it.

However, if somebody who has access to a vehicle uses it without permission, this is neither theft nor misappropriation. Instead it is unlawful use, which means that somebody unlawfully uses another person's vehicle that he already has in his possession. The insurance does not apply then. For the same reason, the insurance does not apply either in the case of fraud or embezzlement crimes, e.g. if a hired car is not returned (see embezzlement insurance vehicle classes 17 and 67, see section 6.3.1).

### 2.4.2 THE INSURANCE DOES NOT APPLY FOR DAMAGE OR INJURY

- a) Caused by a person who belongs to the same household as the policy-holder
- b) In the event of unlawful use, i.e. somebody unlawfully using another person's vehicle that he already has in his possession.
- c) In the case of fraud or embezzlement crimes, for example if a loaned vehicle is not returned.
- d) Through intentional damage by a third party.

If the make, model and age of stolen equipment cannot be confirmed, no compensation is paid out as a rule.

### 2.4.3 STANDARD OF CARE REQUIREMENTS

1. Dismantled car components/equipment/wheels that are covered by the insurance must be locked in an area to which only the policy-holder has access. Objects that, due to their size, application or similar, cannot reasonably be locked away, must be stored carefully.
2. Motorised devices and equipment for these must be placed under normal supervision. Consequently, they must not be left unsupervised for an extended period. If the standards of care in accordance with 1 and 2 are not adhered to, the following applies instead of that stated in section 3.7. In the event of damage other than that which arises during the theft or misappropriation of the entire vehicle, compensation is normally reduced by 50%. In serious cases this reduction can be higher, to the extent that there may be no compensation at all. This applies for example when the property, despite the obvious risk of theft, is left unsupervised or without other actions being taken that are reasonable considering the circumstances. In certain cases, the reduction can be lower than 50%. In the event of minor negligence, there is normally no reduction.
3. The key to the car must be stored carefully. When the vehicle is left, it should be locked with approved anti-theft protection. The key must not be left inside or with the car. In the event of negligence, the excess is raised by 10% of the cost of the damage, although at least by SEK 5,000. Light metal rims must be equipped with approved, lockable wheel nuts. In the event of there being no lockable wheel nuts in place, extra excess of SEK 5,000 is payable. If the key to a vehicle from model year 1999 or later is lost, it must immediately be decoded from the vehicle's electronic anti-theft protection. In the event of neglect, the excess is raised by 10% of the cost of the damage, although at least by SEK 5,000.

#### 2.4.3.1 REGULATIONS

Anti-theft protection must be approved by Renault Försäkring or by the Swedish Theft-Prevention Association. In cases where it is required that the vehicle has anti-theft protection in accordance with the provisions of the Swedish Road Safety Office, such anti-theft protection is counted as approved.

### 2.4.4 EXCESS PAYMENTS IN THEFT INSURANCE

See insurance policy

#### 2.4.4.1 INCREASED EXCESS

If the regulations have not been followed in the event of theft or misappropriation of the vehicle, the excess is increased by 10% of the cost of the damage but shall however amount to a minimum of SEK 5,000 for cars.

#### 2.4.4.2 EXCESS FOR PERMANENTLY INSTALLED ELECTRONIC EQUIPMENT

In the event of the theft of permanently installed extra equipment such as car phone (not mobile phone), audio equipment, car navigator, communications radio, police radio, and accessories for these, an additional excess is payable if the cost for reacquisition or repair of the stolen equipment exceeds SEK 5,000. In addition to the basic excess, 30% of the surplus part of the cost is payable. (Does not apply to factory-installed audio equipment in Renault cars.)

### CARS AND LIGHT TRUCKS

In the event of a break-in into the vehicle, theft of the entire vehicle or misappropriation of the entire vehicle, no basic excess is applied if the vehicle, at the time of the damage, was equipped with an activated alarm approved by Renault Försäkring or recommended by the Swedish Theft-Prevention Association. Excess elimination is not applied where parts have been stolen/damaged outside the vehicle.

If the vehicle was equipped with extra anti-theft protection approved by Renault Försäkring or recommended by the Swedish Theft-Prevention Association, no basic excess is applied in the event of theft or misappropriation of the entire vehicle.

The afore-mentioned applies unless agreed otherwise.

## 2.5 FUNCTIONAL DAMAGE

Functional damage insurance for cars (vehicle class 01) and light trucks with a total weight of at most 3,500 kg (vehicle class 50).

### 2.5.1 THE INSURANCE APPLIES FOR

DAMAGE TO OR FAULTS IN COMPONENTS LISTED BELOW THAT HAVE SPLIT AND BROKEN BY THEMSELVES WITHOUT ANY EXTERNAL INFLUENCE:

#### ***Petrol, diesel and gas cars:***

ENGINE (FOR PROPULSION OF THE VEHICLE)

– Engine, cylinder block, cylinder head and internal engine parts.

FUELSYSTEM

*For petrol and diesel cars*

– Fuel pumps, injectors, fuel sending unit, sensors and control system (not the fuel tank, hoses, pipes and filter).

*For gas*

– Gas distributor, gas regulator, valves, sensors and stepper motor (not the gastank, hoses, pipes and filter).

INTAKE / EXHAUST

– Manifolds, exhaust turbocharger, compressor, intercooler, lambda sensor and the catalyst including control systems (only for defective exhaust levels).

COOLING SYSTEM

– The engine cooling system, oil cooler and cooler. Factory-installed petrol/diesel heater and electric heater for flexible fuel.

IGNITION & CONTROL SYSTEM

– Ignition system including control systems (except sparkplugs and battery).

ELECTRICAL SYSTEM ENGINE

– Alternator, starter motor and engine control electronics.

POWER TRAIN

– Power transmission including control system (not worn clutch disc and consequential) and wheel bearings.

BRAKESYSTEM

– Brake booster, master brake cylinder, anti lock brakes (ABS) including control system and vacuum pump.

STEERING

– Steering gear including pump and control system (no tie rods, rod end or steering column) and pump for air and hydraulic suspension.

ELECTRONICS

– Central electric module, instrument cluster, trip computer, cruise control, rain sensor (including controls, sensor and control system), steering lock / ignition switch, card reader, LED, laser and Xenon headlights refers to factory-installed headlights including sensors and control system (not glass).

– Electric parking brake, i.e. electrical function in calipers including control systems.

CLIMATE CONTROL SYSTEM

– Factory installed air conditioning system including sensors, damper motor and control system and factory installed heater.

SAFETY SYSTEMS

– Airbag inclusive sensors, safety belts, tensioners and control systems Dynamic Stability control and Traction Control (DSTC, ESP) including sensors and control systems.

#### FACTORY INSTALLED SAFETY SYSTEM IE.

- Emergency brake assistance EBA, HBA.
- Ready Alert Brake RAB.
- Emergency Brake Light EBL.
- Hill Start Assist HSA.
- Lane Departure Warning LDW.
- Roll Movement Intervention .
- Whiplashprotection.

#### FACTORY INSTALLED INFORMATION AND COMMUNICATION SYSTEM

- Radio, CD player, CD changer, speakers, amplifier, subwoofer, aux socket and Bluetooth, antenna, antenna amplifier, GPS, monitors/display, parking assist incl sensors, phone incl hands free and microphone

#### **Electric cars:**

##### MOTOR

- Electric motor (for driving).

##### FUELSYSTEM

- Factory installed diesel heater E85, roll over valve and fuel pump.

##### COOLING SYSTEM

- Cooling system for electric motor, valve battery heating, valve radiator, intercooler, climate unit for battery, air conduit and battery cooling system.

##### ELECTRICAL SYSTEM MOTOR

- Alternator and electrical control systems for motor.

##### POWER TRAIN

- Power transmission including control system (not worn clutch disc and consequential) and wheel bearings.

##### BRAKE SYSTEM

- Brake booster, master brake cylinder, anti lock brakes (ABS) including control system and vacuum pump.

##### STEERING

- Steering gear including pump and control system (no tie rods, rod end or Steering column) and pump for air and hydraulic suspension.

##### ELECTRONIC

- Central electric module, instrument cluster, trip computer, cruise control, rain sensor (including controls, sensor and control system), steering lock / ignition switch, card reader, factory installed Xenon headlights including sensors and control system (not glass), AC/DC converter, power distribution unit PDU, inverter, tank battery, tunnel battery, onboard charger, AC cables and mid console.

##### CLIMATE CONTROL SYSTEM

- Factory installed air conditioning system including sensors, damper motor and control system.

##### SAFETY SYSTEMS

- Airbag inclusive sensors, safety belts, tensioners and control systems, Dynamic Stability control and Traction Control (DSTC, ESP) including sensors and control systems.

#### FACTORY INSTALLED ACTIVE SAFETY SYSTEMS

- Emergency brake assistance EBA, HBA.
- Ready Alert Brake RAB.
- Emergency Brake Light EBL.
- Hill Start Assist HSA.
- Lane Departure Warning LDW.
- Roll Movement Intervention.
- Whiplashprotection.

#### FACTORY INSTALLED INFORMATION AND COMMUNICATION SYSTEM

- Radio, CD player, CD changer, speakers, amplifier, subwoofer, aux socket and Bluetooth, antenna, antenna amplifier, GPS, monitors/display, parking assist incl sensors, phone incl hands free and microphone.

#### **Electric hybrid cars**

##### MOTOR

- Engine, cylinder block, cylinder head and internal engine parts.

##### FUELSYSTEM

- For petrol and diesel cars.
- Fuel pumps, injectors, fuel sending unit, sensors and control system (not the fuel tank, hoses, pipes and filter).

##### INTAKE / EXHAUST

- Manifolds, exhaust turbocharger, compressor, intercooler, lambdasond and the catalyst including control systems (only for defective exhaust levels).



#### COOLING SYSTEM

– Engine cooling system including oil cooler, radiator and cooling system for battery.

#### IGNITION & CONTROL SYSTEM

– Ignition system including control systems (except spark plugs/glow plugs and start battery and batteries for other use than electric drive).

#### ELECTRICAL SYSTEM ENGINE

– Alternator, starter motor and engine control electronics.

#### POWER TRAIN

– Power transmission including control system (not worn clutch disc and consequential) and wheel bearings.

#### BRAKE SYSTEM

– Brake booster, master brake cylinder, anti lock brakes (ABS) including control system and vacuum pump.

#### STEERING

– Steering gear including pump and control system (no tie rods, rod end or Steering column) and pump for air and hydraulic suspension.

#### ELECTRONIC

– Central electric module, instrument cluster, trip computer, cruise control, rain sensor (including controls, sensor and control system), steering lock / ignition switch, card reader, factory installed Xenon headlights including sensors and control system (not glass), Li-ion battery, onboard charger, AC/DC converter, power distribution unit PDU, inverter, tank battery, tunnel battery, AC cables and mid console, ISC power electronics, belt driven integrated starter generator BISG, regeneration system for exhaust and battery for electric drive (no start battery).

#### CLIMATE CONTROL SYSTEM

– Factory installed air conditioning system including sensors, damper motor and control system and factory installed diesel heater.

#### SAFETY SYSTEMS

– Airbag inclusive sensors, safety belts, tensioners and control systems, Dynamic Stability control and Traction Control (DSTC, ESP) including sensors and control systems.

#### FACTORY INSTALLED ACTIVE SAFETY SYSTEMS

- Emergency brake assistance EBA, HBA.
- Ready Alert Brake RAB.
- Emergency Brake Light EBL.
- Hill Start Assist HSA.
- Lane Departure Warning LDW.
- Roll Movement Intervention.
- Whiplash protection.

#### FACTORY INSTALLED INFORMATION AND COMMUNICATION SYSTEM

Radio, CD player, CD changer, speakers, amplifier, subwoofer, aux socket and Bluetooth, antenna, antenna amplifier, GPS, monitors/display, parking assist incl sensors, phone incl hands free and microphone.

For vehicles which have not undergone service in accordance with the manufacturer's instructions, a limited or no compensation at all is provided from the Machinery damage insurance in accordance with a) and b) if damaged components and/or consequential damage of the damaged component may have been affected by missed service.

- a) Compensation is paid by 50% of the assessment of damage amount before the excess deduction if the vehicle on one (1) occasion has not undergone service in accordance with the manufacturer's instructions.
- b) No compensation is paid if the vehicle on more than one occasion has not undergone service in accordance with the manufacturer's instructions.

This also applies if service has been missed in the period before the insurance was taken out. If the insured cannot show that the vehicle has undergone service, this constitutes missed service.

#### VALIDITY CARS AND LIGHT TRUCKS

The insurance applies until the car has driven 150,000 km or is 8 years old based on the first registration date. The insurance ceases when one of the limits is reached.

### 2.5.2 THE INSURANCE DOES NOT APPLY TO DAMAGE OR FAULTS

- a) That have occurred as a result of theft, fire, traffic accident or other external incident.
- b) That have occurred if the owner cannot confirm that the vehicle's age and mileage fall within the insurance policy's validity limits.
- c) That have been caused by obviously incorrect repairs.
- d) That have been caused by the use of components that deviate from the car's serial version, e.g. through trimming.
- e) Electrical connectors and wiring (exception for airbag system).

## 2.5.3 STANDARD OF CARE REQUIREMENTS

1. The manufacturer's instructions regarding fuel, service, maintenance, etc., of the components listed above must be followed.
2. The car must not be driven in such a way that the engine and power transmission are subjected to abnormal stress.
3. Service, repair or installation measures must be professionally carried out.

If the standards of care are not adhered to, compensation in the event of damage or injury can be reduced or not be forthcoming in accordance with 3.7.4.

## 2.5.4 EXCESS PAYMENTS IN FUNCTIONAL DAMAGE INSURANCE

### THE BASE AMOUNT

- If the car, when the damage is incurred, has been driven a maximum of 50,000 km, the excess payable is 5% the base amount.
- If the car has been driven 50,000-80,000 km, the excess payable is 20% of the cost of the damage, but with a minimum of 5% the base amount being payable.
- If the car has been driven 80,000-100,000 km, the excess payable is 25% of the cost of damage, but with a minimum of 8% the base amount being payable.
- If the car has been driven 100,000-120,000 km, the excess payable is 30% of the cost of the damage, but with a minimum of 13% the base amount being payable.
- If the car has been driven 120,000-150,000 km, the excess payable is 35% of the cost of the damage, but with a minimum of 17% the base amount being payable.

The afore-mentioned applies unless agreed otherwise.

### NOT THE BASE AMOUNT

- If the car, when the damage is incurred, has been driven a maximum of 50,000 km, the excess payable is SEK 2,000.
- If the car has been driven 50,000-80,000 km, the excess payable is 20% of the cost of the damage, but with a minimum of SEK 2,000 being payable.
- If the car has been driven 80,000-100,000 km, the excess payable is 25% of the cost of damage, but with a minimum of SEK 3,500 being payable.
- If the car has been driven 100,000-120,000 km, the excess payable is 30% of the cost of the damage, but with a minimum of SEK 5,500 being payable.
- If the car has been driven 120,000-150,000 km, the excess payable is 35% of the cost of the damage, but with a minimum of SEK 7,500 being payable.

The afore-mentioned applies unless agreed otherwise.

## 2.6 RESCUE INSURANCE

### 2.6.1 THE INSURANCE APPLIES FOR

The insurance applies for cars and light goods vehicles.

The insurance applies for such transportation of drivers, passengers and insured vehicles as has become necessary due to incidents as specified below.

The insurance also covers any attached trailer regardless of whether the insured traction vehicle was damaged in the incident.

#### 2.6.1.1 TRANSPORTATION OF DRIVERS OR PASSENGERS WHO ARE INJURED WHILE TRAVELLING WITH THE VEHICLE.

- a) To the nearest hospital or doctor.
- b) To a hospital or domicile in the Nordic region if the doctor in charge of the person's care certifies that transport is necessary considering the patient's condition.
- c) To the domicile in the Nordic region if the journey with the vehicle cannot continue. The travel cost for passengers is also paid if the interruption to the journey is due to the driver having been injured while travelling with the vehicle and none of the other passengers on the journey can drive the vehicle home.
- d) To the domicile in the Nordic region of a driver or passenger who has died due to his injuries.

#### 2.6.1.2 TRANSPORTATION OF DRIVER OR PASSENGERS WHEN THE VEHICLE HAS BEEN DAMAGED, HAS STOPPED FUNCTIONING FOR SOME OTHER REASON OR HAS BEEN STOLEN

- a) To the domicile in the Nordic region if the vehicle has been damaged so seriously that it cannot be repaired so as to make it roadworthy within a reasonable amount of time considering the continued journey.
- b) To the domicile in the Nordic region if the vehicle has been stolen and is not recovered within a reasonable time for the journey to continue (normally three days).

2.6.1.3 TRANSPORTATION OF VEHICLE WHEN THE DRIVER OR PASSENGER HAS SUFFERED FROM an acute illness or has died, to the vehicle's domicile in Sweden if the journey has to be interrupted and the vehicle has to be left behind.

#### 2.6.1.4 TRANSPORTATION OF VEHICLES THAT HAVE BEEN DAMAGED, HAVE STOPPED FUNCTIONING FOR SOME OTHER REASON OR HAVE BEEN STOLEN

- a) To the nearest brand garage for that specific make that can repair the vehicle. This also applies to functional stoppages due to the vehicle's key having been lost, damaged or locked inside the vehicle.
- b) To the nearest brand garage in Sweden if the damage was incurred abroad and is so serious that it cannot be repaired to a safe standard within such time as can be deemed reasonable with regard to the continuation of the journey.
- c) To the vehicle's domicile in Sweden if the vehicle has been stolen and is recovered after the journey has continued in another way.

Transportation of a vehicle in accordance with 2.6.1.4 a) and b) is not compensated if the damage to the vehicle is compensated through accidental damage motor vehicle insurance or vehicle damage guarantee.

#### 2.6.2 THE INSURANCE DOES NOT APPLY

- a) In the event of stoppage due to a lack of fuel or due to obvious neglect with regard to the care and maintenance of the vehicle.
- b) For additional costs caused by goods that have been transported with the vehicle or trailer.

#### 2.6.3 STANDARD OF CARE REQUIREMENTS

See chapter 3.

#### 2.6.4 COMPENSATION RULES

##### 2.6.4.1 PERSONAL TRANSPORT

- a) If transport to a doctor or hospital takes place with a private vehicle, compensation is paid equivalent to the amount that is normally paid from third party insurance.
- b) Journeys home to the domicile in the Nordic region are compensated at the cost of the journey using the cheapest means of transport. The journey to the destination can be paid for instead of the journey home if this is cheaper. The travel cost for passengers is paid at most to the location where the passenger started the journey or to the vehicle's domicile if the passenger should have concluded his journey there.
- c) Transport of a deceased person must be approved in advance by Renault Försäkring.

##### 2.6.4.2 VEHICLE TRANSPORT

- a) Transport home or collection of vehicles must be approved in advance by Renault Försäkring.
- b) Instead of transport to the nearest workshop in accordance with 2.6.1.4, repairs on site can be paid for provided this is not more expensive.
- c) The cost for collection or transport home of vehicles is compensated at most with an amount corresponding to the value of the vehicle. In the case of an unrepaired vehicle, this refers to the value after the damage.
- d) The collection of an undamaged or repaired vehicle is the responsibility of the policy-holder. Renault Försäkring will pay reasonable travel expenses for the driver from the domicile to the place where the vehicle was left or where it was recovered following a theft. In addition, a daily subsistence allowance is paid in accordance with the state travelling compensation regulations and reasonable hotel expenses during the time it takes to bring the vehicle home. If there are particular reasons, Renault Försäkring can take charge of collecting the vehicle.
- e) Operating expenses for vehicles that are collected by the policy-holder are not compensated. If Renault Försäkring takes charge of the collection or transport home, the policy-holder must pay the fuel and ferry costs he has saved as a result.

Compensation is paid to the extent that there is no entitlement to compensation according to law or special statute, other insurance, guarantee, rescue subscription or other agreement.

Renault Försäkring does not pay VAT when the policy-holder or the car owner/hirer out is responsible for such tax.

## 2.7 LEGAL EXPENSES INSURANCE

### 2.7.1 WHOM THE INSURANCE APPLIES TO

The insurance applies to the insured vehicle's owner, user and driver (the insured parties) in these capacities. The insurance does not apply to an individual who has used the vehicle unlawfully.

### 2.7.2 WHICH DISPUTES THE INSURANCE APPLIES TO

The insurance applies to disputes that can be examined by district and city courts, courts of appeal or the Supreme Court.

If the dispute is examined or processed by a board, another authority or body (e.g. in the case of internal review within Volvia) other than the above, the insurance does not cover the examination/processing.

#### 2.7.2.1 WHICH DISPUTES THE INSURANCE DOES NOT APPLY TO

- a) Disputes that, during legal examination, must be heard in accordance with chapter 1 § 3 d) first paragraph of the Code of Judicial Procedure (known as minor cases). However, this exemption will not be applied to disputes arising from the insurance agreement.
- b) Disputes that are linked to agreements concerning the performance of a profession or service, as well as other business enterprises.
- c) Disputes relating to demands or other claims arising from professional hiring out of the vehicle.
- d) Disputes relating to damages or other claims arising from actions where the costs for criminal cases cannot be compensated in accordance with 2.7.3.1.
- e) Disputes where the insured party does not have a justified interest in having his claim processed.
- f) Disputes between part-owners of the vehicle.

### 2.7.3 WHICH CRIMINAL CASES THE INSURANCE APPLIES TO

The insurance applies to criminal cases if the insured party is suspected of or prosecuted for

- a) Crimes for which penalties no stiffer than fines are prescribed, e.g. careless driving.
- b) Causing the death of another person, and
- c) Causing personal injury or illness.

#### 2.7.3.1 WHICH CRIMES THE INSURANCE DOES NOT APPLY TO

Crimes where suspicion of crime or where prosecution to some degree refers to

- 1) Wilful or gross negligence.
- 2) Driving while under the influence of alcohol.
- 3) Unlawful driving.
- 4) Violation of speed limits.

The insurance does not apply if the suspicion or prosecution refers to serious crime or to some extent also refers to crime other than the above-mentioned actions. However, if the prosecution or suspicion refers to serious crime but the insured party is not prosecuted for or is acquitted from serious crime, the insurance does apply.

### 2.7.4 SOLICITOR OR DEFENCE COUNSEL

For the insurance to be valid, the insured party must engage a legal representative who is suitable taking into consideration the insured party's place of residence and the nature of the case. The representative must also:

- 1. Be a member of the Swedish Bar Association (solicitor) or be a lawyer who is employed by a law firm, or
- 2. Be able to prove that at some point during the past three years he/she has been appointed as counsel as per the Legal Aid Act in a case of a similar nature and that he/she is still suitable as such counsel, or
- 3. In some other satisfactory way be able to prove that he/she is particularly suitable for the assignment.

Examination of the representative's suitability under 2.7.4 item 2 or 3 can at the request of the representative, the insured party or Renault Försäkring, be performed by the Insurance Association in accordance with "Instructions for the Insurance Association's examination procedure regarding the suitability of the representative".

Renault Försäkring, as well as solicitor, is entitled to request examination of solicitor fees and costs by the Agency Costs Committee (Ombudskostnadsnämnden). Other approved representatives' fees and costs can be examined by the Swedish Insurance Federation's committee for matters regarding legal protection (nämnd för rättsskyddsfrågor).

As regards disputes or cases abroad, the insured party must engage a representative approved by Renault Försäkring.

## 2.7.5 WHAT EXPENSES THE INSURANCE COMPENSATES

The insured party can receive compensation for costs in accordance with that set out below if they are necessary and reasonable and if they cannot be paid for by the opposing party or the state.

- a) Solicitor's and defence counsel's fees and expenses. Fees are paid for reasonable time and at most in accordance with the hourly cost standard that the National Swedish Judiciary Administration applies when stipulating tariffs in certain cases. Compensation for the legal representative's time is reimbursed in accordance with the Swedish Court's regulations for calculating compensation for reimbursement of the legal representative's time.
- b) Costs for investigations before trial, provided that the investigation has been ordered by the insured party's solicitor.
- c) Expenses for production of evidence in legal proceedings and arbitration proceedings.
- d) Handling charges in the court.
- e) Court costs that the insured party has been instructed to pay the opposing party or the state following the court's or the arbitrator's examination of the dispute or the case.
- f) Court costs that the insured party, during mediation during the legal proceedings, has undertaken to pay the opposing party on the condition that it is obvious that the court would have instructed him to pay court costs of a greater amount had the dispute been examined.
- g) Cost of mediation in accordance with chapter 42 § 17 of the Code of Judicial Procedure.

Compensation can – to the extent to which Renault Försäkring finds appropriate – be paid prior to the final settlement of the dispute.

### 2.7.5.1 THE INSURANCE DOES NOT PAY COMPENSATION FOR

- a) Own work, loss of income, travel and subsistence or other expenses for any of the insured parties.
- b) Execution of judgements, decisions or agreements.
- c) Additional costs that arise if the insured party has engaged more solicitors/defence counsels or changes solicitor/defence counsel.
- d) Remuneration to arbitrators.
- e) Costs that are not remunerated by the state because the matter of legal aid in accordance with § 10 section 1 p 9 of the Legal Aid Act can be deferred while other similar cases are being tried, or if it can be assumed that such a judgement would have been made had the insured party otherwise been entitled to legal aid.
- f) Solicitor's expenses that are not paid through legal aid as a consequence of the insured party having changed solicitors or chosen a solicitor who, considering the circumstances, was not considered suitable.
- g) Value added tax when the policy-holder or the car owner/hirer out is responsible for such tax.

## 2.7.6 MAXIMUM COMPENSATION

The insurance reimburses the legal representative's fee for a maximum of 100 hours of work. This amount is reduced by the amount of the deductible in accordance with item 2.7.10.

For each dispute, the insurance pays reimbursement for a total maximum amount of SEK 250,000, of which at most SEK for own investigation costs and SEK 20,000 and SEK 20,000 for witness compensation.

A dispute is considered to exist if two or more of the insured parties are on the same side. Two or more disputes that are essentially based on the same events or circumstances are also counted as one dispute. There may therefore only be one dispute although the claims in question are not based on the same legal grounds. If more than one dispute can be heard in the same court action according to chapter 14 of the Swedish Code of Judicial Procedure they should be treated as one dispute.

## 2.7.7 WHEN IS THE INSURANCE VALID

For the insured to be entitled to legal protection in a dispute, the event(s)/circumstance(s) on which the dispute is based must have occurred during the period of validity of the insurance policy.

For the insured to be entitled to legal protection in a criminal case, the alleged criminal action must have been committed during the period of validity of the insurance policy.

Legal protection is provided in accordance with the terms and conditions for car insurance that were applicable at the time the dispute arose.

## 2.7.8 GEOGRAPHIC SCOPE

The claim or suspicion of crime must be based on events or circumstances that are shown to have occurred within the insurance's validity area in accordance with chapter 1.

## 2.7.9 RECOURSE

To the extent that compensation is paid as a result of the insurance, Renault Försäkring joins in the insured party's entitlement in relation to the opposing party or the state.

## 2.7.10 EXCESS

The deductible is 20% of the cost, but not less than SEK 1,000 unless agreed otherwise.

## 2.8 DAMAGE TO THE VEHICLE

### 2.8.1 THE INSURANCE APPLIES FOR DAMAGE

- a) Caused by a traffic accident, other external incident or through intentional damage by a third party.
- b) While the vehicle is being transported on another means of transportation.
- c) To the vehicle that has been caused by a device for roadwork or snowploughing that is installed on the vehicle.

#### INCORRECT REFUELLING

For damage caused by incorrect refuelling, we provide compensation of maximum SEK 15,000 before deduction for excess.

### 2.8.2 THE INSURANCE DOES NOT APPLY TO

- Damage that is referred to in fire insurance, theft insurance or mechanical breakdown insurance.
- Fire damage as a direct consequence of a road traffic accident or other external causes to your own car is compensated through your fire insurance.

### 2.8.3 STANDARD OF CARE REQUIREMENTS

The manufacturer's instructions regarding assembly and use of machinery, cranes, loading devices or equipment must be complied with.

### 2.8.4 EXCESS PAYMENTS

See insurance policy

For cars (not taxis), trucks with a total weight not exceeding 3,500 kg and motorhomes, the excess is raised by SEK 1,000 if the driver was below 24 years of age when the damage occurred (youth excess).

The vehicle damage insurance applies with an extra excess of SEK 5,000 if shortcomings are found in the vehicle's statutory equipment with regard to tyres/rims. Applies to vehicles with a total weight not exceeding 3,500 kg.

## 2.9 EXCESS PAYMENTS

### 2.9.1 EXCESS PAYMENTS, GENERAL

For every instance of damage when compensation is paid, a deduction is made of the excess stated in the insurance policy and the insurance terms and conditions.

Percentage excess payments are either a percentage of the base amount or a percentage of the cost of the damage. In the latter case, the excess is calculated on that part of the cost of the damage that exceeds the basic excess.

If the policy-holder suffers several excess payments at the same time, the insurance applies with one excess payment, the highest according to the following. This does not relate to excess payments for third party, legal expenses or property insurance, which must always be paid over and above other excess.

- When compensation is to be paid from several types of insurance in the vehicle insurance.
- When compensation is to be paid from both vehicle insurance with Renault Försäkring and corporate property insurance, for a single legal entity.
- When compensation is to be paid from both vehicle insurance with Renault Försäkring and private property insurance with another company.

The insurance applies with a maximum of two excess payments if the policy-holder has several vehicles insured with Renault Försäkring and these are damaged at the same time as a result of fire, theft or glass damage, or through intentional damage by a third party.

## 2.10 STORAGE INSURANCE

### 2.10.1 THE INSURANCE APPLIES FOR DAMAGE THROUGH

- a) Fire insurance.
- b) Theft insurance.
- c) Legal expenses insurance.
- d) Insurance for intentional damage by a third party, other external incident or damage during transport on another means of transportation.
- e) Glass insurance.

The insurance compensates for damage that arises when the car is deregistered from Transportsyrelsen and is not being used in any respect and is in Sweden.

It is evident from the insurance policy what types of insurance are included in the agreement.

The conditions for motor vehicle insurance apply where appropriate.

In the case of theft or damage by third parties while the vehicle was not stored in a private garage, the excess is increased by SEK 1,000.

# SUPPLEMENTARY INSURANCE

## 2.11 PLUS PACKAGE

The plus package for private cars (vehicle class 01). The plus package includes hire cars, reduction of the deductible for cases of intentional damage and accidents that occur in the car interior.

The insurance letter states whether the plus package is included in the agreement.

### 2.11.1 HIRE CARS

#### 2.11.1.1 THE INSURANCE APPLIES FOR

- Compensation to the extent of 75% of the combined daily and kilometre cost, not including fuel, if the car cannot be used due to damage for which compensation is payable according to the terms and conditions.
- Compensation is payable during the time it takes to repair the damaged car, but for a maximum of 60 days.
- The cost of hiring a standard equipment car that, in terms of size, is equivalent to the insured vehicle. Hire car compensation is payable on account of vehicle damage even if there is no vehicle damage insurance or if the car has been driven too far or is too old for the functional damage insurance to be valid.
- Instead of hire car compensation, cash compensation amounting to SEK 200 per day can be paid. The policy-holder, during the time vehicle is off the road, can switch between a hire car and compensation for consequential loss.
- If a vehicle that is equivalent in terms of size is not available, Renault Försäkring cannot be held responsible.
- If the car is not repaired, compensation is payable for the period that can be deemed reasonable in order to acquire an equivalent car, normally 14 days from the date on which we proposed the settlement.

#### 2.11.1.2 THE INSURANCE DOES NOT APPLY FOR

- Additional costs that have arisen as a result of Renault Försäkring's instructions not being followed.
- The period during which the policy-holder waits for repairs, if the vehicle is roadworthy.
- Fuel.
- Time that is lost due to delay or negligence on the part of the policy holder.
- That part for which loss of use/consequential loss insurance is payable from third party insurance or accidental damage insurance.
- If the vehicle, at the time the damage occurred, was deregistered or barred from being driven.
- the cost for reduction of excess.

#### 2.11.1.3 STANDARD OF CARE REQUIREMENTS

- The car must be rented from a car rental company specified by Renault Försäkring or, in the case of travel outside Sweden, by Europ Assistance.

### 2.11.2 REDUCTION OF EXCESS IN THE CASE OF INTENTIONAL DAMAGE

#### 2.11.2.1 THE INSURANCE APPLIES FOR

- Compensation amounting to that part of the basic excess of the vehicle damage insurance/guarantee exceeding SEK1,000 in the case of intentional damage by a third party. If there is no vehicle damage insurance/guarantee, the maximum compensation payable is SEK 2,000.

### 2.11.3 ACCIDENTS IN THE CAR INTERIOR

#### 2.11.3.1 THE INSURANCE IS VALID FOR

- Sudden and unexpected accidents to the car interior. The highest reimbursable amount for damages is SEK 20,000 before deduction for excess. The insurance is valid for cars that are 8 years old or less, calculated from the first registration date.

If there is no insurance against vehicle damage/warranty, the maximum reimbursable amount for damages is SEK 1,500.

#### 2.11.3.2 THE INSURANCE IS NOT VALID FOR

- Damages caused by animals.
- Damage to components as per Volvo's engine damage insurance.
- Damages to the car's convertible top (fold-down or removable) and all parts associated with the car top.

#### 2.11.3.3 EXCESS

SEK 1,500.

## 2.12 PLUS PACKAGE EXTRA

ALSO CONTAINS, BESIDES PLUS PACKAGE, A LOWER EXCESS IF THERE IS A PERSONVAGNSGARANTI.

### 2.12.1 THE INSURANCE COVERS

- Only insured cars of the Renault, Dacia or Volvo make with a current Personvagnsgaranti (PV guarantee).
- In the case of a claim that is compensated through your PV guarantee, the insurance reduces the PV guarantee excess excluding VAT by SEK 3,000. The amount is deducted from the excess stated in the vehicle service and guarantee book/booklet.

## **2.13 HIRE CARS/HIRE CAR COMPENSATION**

Hire cars/Hire car compensation for light goods vehicle (vehicle class 50). It is evident from the insurance policy what types of insurance are included in the agreement.

### **2.13.1. THE INSURANCE APPLIES FOR:**

- Compensation by 75% of the total day and kilometre cost, not fuel, if the vehicle cannot be used due to damages which are recoverable under the terms and conditions.
- Compensation is provided for the time it takes to repair the damaged vehicle, however, a maximum of 60 days.
- Compensation by vehicles which correspond to the insured vehicle. Hire car compensation is payable on account of vehicle damaged even if there is no vehicle damage insurance or if the car has been driven too far or if it is too old for the functional damage insurance to be valid.
- Instead of hire car compensation, cash compensation amounting to SEK 400 per day can be paid.
- If an equivalent vehicle is not available, Volvia cannot be held liable.
- If the vehicle is not repaired, compensation is payable for the period that can be deemed reasonable in order to acquire an equivalent vehicle, normally 14 days from the date on which we proposed the settlement.

### **2.13.2 THE INSURANCE DOES NOT APPLY FOR**

- Additional costs that have arisen as a result of Volvia's instructions not being followed.
- The period during which the policyholder waits for repairs, if the vehicle is roadworthy.
- Fuel.
- Time that is lost due to delay or negligence on the part of the policyholder.
- That part for which loss of use/consequential loss insurance is payable from third party insurance or accidental damage insurance.
- If the vehicle, at the time the damage occurred, was deregistered or had a driving ban imposed on it.
- The cost for reduction of excess.

### **2.13.3 STANDARD OF CARE REQUIREMENTS**

The vehicle must be rented from a car rental company specified by Volvia or, in the case of travel outside Sweden, by Falck.

## **2.14 EXCESS ELIMINATION ANIMAL COLLISION**

Excess Elimination Animal Collision for cars (vehicle class 01) and light trucks (vehicle class 50). It is evident from the insurance policy whether Excess Elimination Animal Collision is included in the agreement.

### **2.14.1 THE INSURANCE APPLIES FOR**

- compensation of basic excess on vehicle damage insurance/guarantee in the event of a collision with animals.
- Compensation is also provided for clothes that were being worn and were damaged in conjunction with the accident.
- Maximum compensation for excess and clothes is SEK 10,000.
- In the absence of vehicle damage insurance/guarantee, the cost of the damage is compensated, although at most at an amount corresponding to the lowest vehicle damage excess.
- Excess Elimination Animal Collision applies to cars and light trucks that have at least partial accidental damage motor vehicle insurance or vehicle damage insurance with Renault Försäkring.

### **2.14.3 STANDARD OF CARE REQUIREMENTS**

In the event of injury to a reindeer or domesticated animal, it is necessary to notify the animal's owner or, if this person cannot be found, to notify the police. Any collision with elk, roe deer, deer, wild boar, bear, wolf, wolverine, wildcat, otter, eagle or mouflon must be reported to the police. A certificate from the police or the animal's owner must be sent to Renault Försäkring along with the notification of damage.



## 2.15 RENAULT FÖRSÄKRING CARE

Traffic accident insurance – Renault Försäkring in collaboration with If.

### **Definitions:**

The insured vehicle – The vehicle that has third party insurance with Renault Försäkring.

The insured party – The driver and passengers in the vehicle at the time of the accident.

### **A. WHAT THE INSURANCE APPLIES TO**

In the event of physical damage that has occurred as a consequence of road use with the insured vehicle, the insurance supplies private specialist medical care, operation and in-patient care, after-care, as well as necessary and reasonable travel and accommodation expenses, for the driver of the insured vehicle as well as for accompanying passengers in the vehicle.

### **B. WHO THE INSURANCE APPLIES TO**

The insurance applies to the driver and all passengers up to the maximum permitted number for the vehicle model. "The insured" (below) means the driver and passengers traveling in the insured's car.

### **C. WHERE THE INSURANCE APPLIES**

The insurance applies in the event of traffic accidents occurring within the countries covered by the so-called Green Card agreement.

### **D. WHEN THE INSURANCE APPLIES**

For each occasion of injury, care is provided for a maximum period of five years. Claims in this agreement relate to the time of the accident.

### **E. WHAT THE INSURANCE COVERS**

#### 1. SPECIALIST MEDICAL CARE

Medical care in the form of examination, diagnosis and treatment is carried out by doctors indicated by If Sjukvårdsrådgivning. Special medical treatment must have been preceded by an examination by and referral from a general practitioner or company doctor.

#### 2. OPERATIONS AND IN-PATIENT CARE

Operations, care and treatment take place at a hospital that is included in the If Vårdplanering network or at another hospital which is more appropriate from a treatment perspective.

The treatment in hospital must have been preceded by an examination by a general practitioner or company doctor. Prior to an operation and in-patient care at another hospital that is more appropriate from a treatment perspective, approval must be obtained from If Vårdplanering.

#### 3. AFTERCARE – REHABILITATION

Compensation is payable for necessary, reasonable aftercare and rehabilitation costs as prescribed by a doctor in connection with care under item 2 above. Aftercare and rehabilitation shall, in the first hand, be carried out in the patient's hometown in Sweden but can, if medically motivated from a treatment perspective, be performed at the hospital in which the insured party is being cared for. If Vårdplanering must give approval for the after-care or rehabilitation prior to it being started.

#### 4. TREATMENT BY A REGISTERED PHYSIOTHERAPIST

The insurance covers ten treatment sessions by a registered physiotherapist after a referral from the doctor who performed the specialist treatment. Treatment is carried out by one of the registered physiotherapists, chiropractors or naprapaths who are included in If's network. If Vårdplanering must give approval for the treatment prior to it being started.

#### 5. MEDICAL AIDS

The insurance compensates for the cost of medical aids prescribed by an authorised doctor and which can be considered reasonable and necessary for the healing of traffic accident injuries. Medical aids for permanent use are not compensated.

#### 6. TRAVEL AND ACCOMMODATION

Compensation is provided for the insured party's necessary and reasonable travel and accommodation expenses in conjunction with treatment in accordance with points 1-2. If the insured party has to undergo a major operation, the insurance can also provide compensation for the travel and accommodation costs for close relatives. Before the journey commences, approval must be obtained from If Vårdplanering.

### **F. EXCEPTIONS**

The insurance does not cover the consequences of illness or other ill health or complaints, or the consequences of accidents other than the traffic accident that occurred in the insured vehicle. The insurance does not cover dental treatment. Nor does the insurance cover psychological injuries.

### **G. THE INSURANCE DOES NOT APPLY**

If the driver has driven the car without the consent of the insured.

Other restrictions and requirements regarding standard of care can be found in section 3.

## **H. ACTIONS IN THE EVENT OF INJURY**

In the event of traffic injury, the insured party must contact his/her doctor. If the doctor refers the insured party to a specialist doctor's examination or an operation, the insured party must contact Renault Försäkring within 14 days or as soon as possible.

Renault Försäkring then notifies this contact to If Vårdplanering, which contacts the insured party to plan the treatment.

The insured party must ensure that If Vårdplanering receives the requested information and certificates that If Vårdplanering considers necessary in order to establish the entitlement to care and continued treatment.

The costs for certificates and investigations requested by If Sjukvårdsrådgivning will be paid for by If Vårdplanering.

Claims for compensation must be substantiated with an original receipt.

Diagnosis and primary treatment of acute traffic accident injuries must be carried out in the home area or, when staying away from the home area, in the area where the person is staying.

Continued treatment within the framework of the emergency period can take place at a private hospital or another hospital which is more appropriate from a treatment perspective.

The insured shall comply with the above instructions. If the insured neglects to comply with the instructions, thereby causing If damage, the compensation that would otherwise have been paid can be reduced to such an extent as is reasonable in the circumstances. This rule is not applied if the negligence is minor.

## **I MISCELLANEOUS**

In the event of dissatisfaction with the settlement of claims, disputes or complaints, please contact:

- If Privatsjukvård.
- National Board for Consumer Complaints.
- Ordinary Court of Law.

# 03

## RESTRICTIONS, STANDARD OF CARE REQUIREMENTS AND OTHER OBLIGATIONS

### 3.1 THE INSURANCE DOES NOT APPLY TO DAMAGE THAT HAS OCCURRED

1. If the vehicle has been utilised for military purposes, or if the vehicle has been used for police activities, e.g. emergency call-out.
2. The insurance does not apply for damage, loss, claims or demands whose occurrence or scope has been directly caused by, or is linked to, breaks in power station and/or regulating dams for hydroelectric power production. Dams refer to natural or artificial damming of water. This exception does not apply to personal injury. The provision applies to fire, glass, theft, mechanical breakdown, rescue, legal expenses and vehicle damage insurance.
3. If faults are covered by a guarantee or other undertaking, see also 3.4 p 4.
4. During competition with the vehicle or training for such competition or driving on an enclosed track, unless Renault Försäkring has specifically accepted this.
5. the vehicle has been driven on tracks made for driving with motor vehicles, for example, Anderstorp, Gotland Ring, Mantorp, Nürburgring etc

### 3.2 THE INSURANCE NEITHER APPLIES TO DAMAGE

1. Through rust, corrosion, cold, wetness or humidity. Damage that has occurred as a direct and immediate consequence of events specified in vehicle damage is paid for.
2. That consists of wear or can be attributed to insufficient maintenance.
3. On vehicle components with design, manufacturing or material faults, if the damage has been caused by the fault.
4. Sanctions limitation – The insurance is not valid for damages or payments of any benefits to the extent that the terms and conditions for such protection, the compensation for such damages or the terms and conditions for such benefits would expose Volvia to any types of sanctions, prohibition or restriction under a UN resolution, trade sanctions or economic sanctions, laws or regulations issued by the EU, Great Britain, Northern Ireland or USA.

### 3.3 STANDARD OF CARE REQUIREMENTS

1. The car may not be used if the driver does not hold the required driving licence or, in the case of practice driving, if the instructor/pupil does not fulfil the requirements for permissible practice driving. In the case of non-compliance with this clause, compensation will normally be reduced by 100%.
2. The vehicle may not be used if the driver has a level of alcohol or other substance in his/her blood that is in excess of the legal limit. In the case of non-compliance with this requirement, compensation will normally be reduced by 100%.
3. The vehicle may not be used if a driving ban has been imposed on it. In the case of non-compliance with this requirement, compensation will normally be reduced by 100%.
4. The vehicle may not be used under conditions that entail abnormal stresses on the vehicle.
5. The manufacturer's instructions regarding supply of electrical current, fuel, service, repair, fitting of equipment and accessories and equipment, care and maximum loading must be followed. In the case of non-compliance with this requirement, compensation will normally be reduced by 100%.
6. Before the vehicle is used on ice-covered water, the driver must ensure that the load-bearing capacity of the ice is sufficient.
7. Before motorised devices from boats, barges or similar vessels are used, the driver must ensure that the vessel has sufficient load-bearing capacity.
8. The vehicle must be equipped in accordance with the applicable laws and regulations.

If the standards of care have not been adhered to, compensation in the event of damage or injury can be reduced or not be forthcoming in accordance with 3.7.4.

## **3.4 NEITHER DOES THE INSURANCE APPLY TO DAMAGE OCCURRING IN THE FOLLOWING SPECIAL SITUATIONS**

### **1. War damage**

The insurance does not apply for damage associated with war, war-like incidents, civil war, revolution or unrest. However, the insurance does apply in certain cases.

The preconditions are

- That the damage has occurred outside Sweden and within three months following the outbreak of the unrest
- That the vehicle was in the affected area before the outbreak, and remained there without interruption until the day that the damage occurred
- That the insured party has not participated in the events, has not worked as a reporter or similar and has not allowed anyone else to use the vehicle for such purposes

Under the same preconditions, Renault Försäkring also pays out through

- Rescue insurance – necessary additional charges for travel home.
- Theft insurance – loss of the vehicle due to it having been confiscated or having to be left behind in the event of evacuation or internment.

In the event of damage where the Motor Traffic Damage Act is applicable, third party insurance applies.

### **2. Nuclear damage**

The insurance does not apply to damage to property or in the event of liability for damages, if the damage has been caused directly or indirectly by a nuclear process.

### **3. Force majeure**

The insurance does not apply to losses that can arise if the damage investigation, repairs or payment of compensation is delayed due to war, war-like events, civil war, revolution or unrest, or due to official action, strike, lockout, blockade or similar event.

### **4. Guarantees etc.**

The insurance does not apply to damage for which the supplier or some other party is responsible in accordance with guarantee or similar undertaking. However, the insurance does apply if the insured party can demonstrate that the party that made the undertaking is unable to fulfil it. The insurance does not apply for damage or faults that are caused by manufacturing defects.

### **5. Breakthrough of water dam**

Compensation is not provided for damage whose occurrence or extent is directly or indirectly caused by or associated with the breakthrough of a water dam.

## **3.5 INSURANCE CONDITIONS**

### **3.5.1 INFORMATION FORMING THE BASIS FOR THE PREMIUM**

The premium for the motor vehicle insurance is fixed on the basis of different variables such as type of vehicle, place of business, type of usage, annual mileage, class of premium, traffic insurance bonus, accidental damage reduction, carrying capacity etc. The insured must present correct, complete details when taking out the insurance. Further, the insured must notify Renault Försäkring immediately if the details on which the agreement is based are incorrect or if they need to be changed.

### **3.5.2 BONUS**

The insurance applies with a bonus entitlement if this is stated in the insurance policy.

The bonus means that the policy-holder receives a discount on the third party insurance premium if no claims are made during the course of a year.

Bonuses are applied to third party insurance. Discounts are also available on accidental damage motor vehicle insurance. The size of the discount varies between vehicle classes. The third party insurance's bonus forms the basis for the discount. Any damage that leads to a payment from the third party insurance results in the bonus being reduced (bonus reduction) as from the next principal due date following the occurrence of the damage.

If the afore-mentioned payment takes place after renewal of the insurance has been sent or after a premium has been paid for the renewed insurance, Renault Försäkring is entitled to, during the current insurance period, take out an additional premium equivalent to this premium impact.

The bonus is not reduced

- In the event of payment solely for an injured dog or reindeer.
- If the damage or injury occurred when the vehicle was stolen/misappropriated.
- If the damage or injury occurred when a policeman or other official person was inspecting the vehicle.
- If the policy-holder can demonstrate that a person other than himself or the driver caused the damage or injury or that the damage or injury was caused through defectiveness on the part of another motorised vehicle, and it is not demonstrated that the policy-holder or the driver has contributed nor that defectiveness in their vehicle has contributed to the damage or injury.

### **3.5.3 REMINDER CHARGE**

Volvia is entitled to make a charge for issuing reminders for the payment of premiums.

## **3.6 IF DAMAGE OCCURS**

### **3.6.1 DAMAGE MUST BE NOTIFIED TO RENAULT FÖRSÄKRING WITHOUT DELAY**

In addition, the party requesting compensation must

- In the event of theft or other misappropriation or attempt at such a crime, break-in, robbery, assault, damage or parking damage, notify the police of the place where the damage occurred and submit a certificate regarding this to Renault Försäkring.
- In the event of damage that has occurred during transport on another means of transportation, notify the damage to the haulage company.
- Submit specified demands for compensation if other insurance applies for the same damage; notify Renault Försäkring about this.
- At Renault Försäkring's request, submit information and provide verifications, proof, doctor's certificates and other documents that Renault Försäkring requires in order to settle the claim.

When damage has been incurred or is deemed to be imminent, the insured must do his/her best to prevent or limit the damage. We will pay reasonable compensation for this if the insured is not entitled to compensation from elsewhere. If another party is liable to pay compensation, the insured must provide us with all the details to allow us to retain any right we may have against that party.

If the insured party ignores regulations regarding rescue measures, the compensation can be reduced or lost in accordance with the reduction rules in section 3.7.4.

### **3.6.2 INSPECTION**

The party that requests compensation is obliged to assist with the inspection/investigation that Renault Försäkring wants to carry out as a result of the damage that has occurred. Damaged objects must be kept available for possible inspection/investigation.

## **3.7 IF STANDARD OF CARE REQUIREMENTS OR OTHER OBLIGATIONS ARE NOT FULFILLED**

### **3.7.1 INCORRECT OR INCOMPLETE INFORMATION WHEN THE INSURANCE WAS TAKEN OUT**

If the policy-holder has supplied Renault Försäkring with incorrect or incomplete information when the insurance was taken out, the compensation can be reduced by a set deduction. This applies if the incorrect or incomplete information was supplied intentionally or as a result of significant negligence. Consideration is also given to the significance of the information to the damage or its scope, and to the circumstances in general.

### **3.7.2 CONSEQUENCES**

If the insured party ignores the obligations in accordance with 3.6.1, 3.6.2 and 4.3, the compensation can be reduced or lost in accordance with the reduction rules in section 3.7.4. The deduction is 10% of the compensation in addition to any excess, although at least SEK 1,000.

The deduction can be increased in more serious cases, even up to a level where no compensation at all is paid. Important factors are the degree of intention or negligence, the extent to which and on what terms Renault Försäkring would have issued the insurance had Renault Försäkring been aware of the actual situation and the circumstances in general.

The deduction can be reduced if it is unreasonably large or if there are mitigating circumstances. The deduction can also be cancelled.

For third party insurance, Renault Försäkring is only entitled to the outstanding premium if incorrect or incomplete information has resulted in too low a premium.

### **3.7.3 INCORRECT OR INCOMPLETE INFORMATION WHEN SETTLING CLAIMS**

If the party that is entitled to compensation after the claim has intentionally or as a result of gross negligence incorrectly indicated or kept secret or concealed something of importance for the assessment of his entitlement to compensation from the insurance, the compensation that he would otherwise have been entitled to can be reduced according to what is deemed reasonable bearing in mind the circumstances.

### **3.7.4 IGNORING REGULATIONS IN THE INSURANCE TERMS AND CONDITIONS**

If the insured party has not adhered to the regulations in the terms and conditions, the compensation as far as it relates to him can be reduced by a set deduction. This applies if the regulations have been ignored intentionally or through negligence.

Consideration is also given to the significance of the procedure with regard to the damage or its scope, and to the circumstances in general.

For reductions in the traffic damage compensation, the Motor Traffic Damage Act applies.

3.7.4.1 IN THE EVENT OF FAILURE TO NOTIFY A CHANGE IN THE CIRCUMSTANCES THAT WERE INDICATED WHEN THE INSURANCE WAS TAKEN OUT, THE FOLLOWING APPLIES

Deductions are made at 10% of the compensation in addition to any excess, although at least SEK 1,000. The deduction can be increased in more serious cases, even up to a level where no compensation at all is paid. Important factors are the degree of intent or negligence, the terms on which Renault Försäkring would have accepted continued insurance and the circumstances in general.

The deduction can be reduced if it is unreasonably large or if there are mitigating circumstances. The deduction can also be cancelled.

For third party insurance, Renault Försäkring is only entitled to the outstanding premium if failure to notify a change has resulted in too low a premium.

3.7.4.2 WHEN REGULATIONS IN THE TERMS AND CONDITIONS ARE IGNORED THAT ARE THERE TO PREVENT OR LIMIT DAMAGE, THE FOLLOWING APPLIES

Deductions are made at 10% of the compensation in addition to any excess, although at least SEK 1,000.

The deduction can be increased in more serious cases, even up to a level where no compensation at all is paid. Important factors are the degree of intent or negligence, as well as the circumstances in general.

The deduction can be reduced if there are mitigating circumstances. The deduction can also be cancelled.

3.7.4.3 WHEN REGULATIONS IN THE TERMS AND CONDITIONS ARE IGNORED REGARDING RESCUE MEASURES AND THE SETTLEMENT OF CLAIMS 3.6.1, THE FOLLOWING APPLIES

Deductions are made at 10% of the compensation in addition to any excess, although at least SEK 1,000.

The deduction can be increased in more serious cases.

The deduction can be reduced if it is unreasonably large or if there are mitigating circumstances.

The deduction can also be cancelled.

### **3.8 CAUSING THE CLAIM**

If the insured party has caused the claim intentionally or through gross negligence, compensation will not be payable in respect of that party. Neither will compensation be payable if the insured party aggravates the consequences of a claim. This is also the case if it must be supposed that the insured party acted or neglected to act in the knowledge that this involved a significant risk that the damage would be incurred or aggravated.

### **3.9 THE FOLLOWING ARE CLASSED IN THE SAME CATEGORY AS THE INSURED PARTY**

- a) An individual who, with the policyholder's consent supervises the insured property.
- b) An individual who, with regard to the insured property, has a significant shared economic interest with the insured party, unless special reasons contradict this.
- c) Employees in leading positions in the company or on site.

This applies to the rules regarding incorrect information or concealment when the insurance was taken out, the ignoring of regulations in the insurance terms and conditions 3.7.4 and the causing of the claim 3.8.

# 04

## ERSÄTTNING OCH VÄRDERING

### 4.1. COMPENSATION

Compensation is paid at most at an amount that corresponds to the damage, valued in accordance with the provisions set out below. In the event of damage/theft, Renault Försäkring is entitled to decide upon the form of compensation.

With regard to repairs, see also 4.3.

Renault Försäkring assumes ownership rights to the vehicle or parts that have been replaced unless otherwise agreed.

#### 4.1.1 PAYMENT OF COMPENSATION

Renault Försäkring must pay compensation at the latest one month after the party entitled to the compensation has performed that specified in 3.6.1, 3.6.2 and 4.3. Life annuities are paid successively, however.

If the party requesting compensation is obviously entitled to at least a certain amount, Renault Försäkring will pay this on account for the final compensation.

When this applies to property that is being repaired or replaced, Renault Försäkring will pay compensation at the latest one month after the party entitled to the compensation has demonstrated that the property has been repaired or replaced.

#### 4.1.2 INTEREST

If compensation is paid after the end of the month specified in 4.1.1, Renault Försäkring will pay penalty interest in accordance with the Interest Act.

During a police investigation or valuation in accordance with 4.10, however, Renault Försäkring will only pay interest at the Swedish Central Bank's reference rate. Interest is not paid if the amount is less than SEK 50.

### 4.2 RECEIPT

In order to be able to assess a compensation claim, the party that is requesting compensation must, at our request, provide information and verifications, evidence of doctor's certificates, receipts and other documents.

### 4.3 REPAIRS

Repairs may – in addition to that which follows from section 3.6.1 Rescue measures – only be carried out with Renault Försäkring's approval. Concerning the choice of repairer, repair method and materials, Renault Försäkring's instructions must be followed. Renault Försäkring is authorised to act on behalf of the insured party in relation to whoever is carrying out the repair. Damaged objects must be kept available for possible inspection.

### 4.4 VALUATION

Calculation of cash compensation is based on the value of the vehicle in general trade immediately before the damage.

If an equivalent second-hand replacement part is available, this should be used for the repair.

These rules apply correspondingly in the event of damage to part of the vehicle or to equipment.

In the case of theft of wheels of private cars, generally a deduction of 10% per 5000 km driven is made for tyres, and of 10% per annum after an age of 5 years for rims. The maximum deduction is 50%.

#### 4.4.1 VALUATION OF RADIO AND TELE EQUIPMENT

Radio, tele and other electronic equipment are valued at what it costs to purchase new equivalent equipment. For this type of equipment, deductions are made for age and wear at 10% for each full year that has passed since the equipment was new. The maximum deduction is 50%. For heavy goods vehicles, the maximum deduction is 70%. The deduction does not apply in the case of factory-installed audio equipment in Renault cars from the year 2000 or later.

### 4.5 PURCHASES

Renault Försäkring is entitled to specify the point of purchase.

## 4.6 WE DO NOT PAY COMPENSATION FOR THE FOLLOWING

Renault Försäkring does not pay

- a) Costs for improvements or modifications to the vehicle or equipment, which are carried out in conjunction with the damage being repaired.
- b) Additional costs due to Renault Försäkring's instructions regarding the point of purchase in accordance with 4.5 not being obtained or not followed.
- c) The cost of paint that does not correspond to that which the vehicle had in the mass-produced version. However, we will compensate for brands or registered design company symbols that refer to the company at which the car is registered.
- d) Any reduction in value following repair due to the damage.
- e) Additional costs through repair work on overtime or through spare parts having to be shipped in a way other than customary means of transportation, unless Renault Försäkring has specifically approved the added cost.
- f) Normal wear when the vehicle has been used in conjunction with theft or other misappropriation.
- g) Value added tax when the policy-holder or the car owner/hirer out is responsible for such tax.
- h) Additional cost for damage to cars that deviate from the factory version. (Does not apply to cars that are adapted for disabled persons.)
- i) Additional cost if Falck/Renault Försäkring does not succeed in providing a car of a corresponding size or if, due to local circumstances, a hire car cannot be provided, Falck/ Renault Försäkring cannot be held responsible.
- j) Damage resulting from the fact that the vehicle deviates from the factory design.

## 4.7 EMERGENCY REPAIRS

In emergency cases, such repairs as necessary can be carried out in order for the journey using the vehicle to continue. A precondition for this is that the repair takes place after consultation with Renault Försäkring. Renault Försäkring's instructions must be followed.

## 4.8 REPLACEMENT VALUE COMPENSATION

Damaged private cars that have been mass produced are replaced with a new car of the same or equivalent make, type and model year as the damaged car (replacement value compensation).

Replacement value compensation is provided on condition that

1. The damage has occurred within one year of the car being registered for the first time (the time during which the car was preregistered by the car dealer is not counted), and
2. The policy-holder has owned the car without interruption since it was first registered (pre-registration by the car dealer is not counted), and
3. The car has driven a maximum of 20,000 km and
4. Reasonable repair costs for the car and the equipment that is included in the car's market value are expected to exceed 50% of this price at the time of the accident. If the equivalent car is no longer available on the new car market, the calculation is performed according to the latest known approximate price (new price). When performing the calculation, value added tax or other comparable tax are included in the costs.

If special reasons exist, Renault Försäkring is entitled instead to pay for the damage in cash at an amount that corresponds to what it would have cost Renault Försäkring to procure a new car.

At the same time, damaged equipment is replaced with new if it was included in the car's market value.

If special reasons exist, we are entitled instead to pay for the damage in cash. We then pay what it would cost to procure a new car.

## 4.9 RECOVERY AND COLLECTION

If compensation is payable for the damage to the vehicle, payment is also made for any necessary recovery from the site of the damage to the nearest workshop that can repair the vehicle. If the damage has occurred abroad, payment is also made for transport to the nearest repair workshop in Sweden, if Renault Försäkring considers that this is necessary to carry out the repair.

If a theft insured vehicle is found in a location other than where it was misappropriated, payment is made for the policy-holder's reasonable expenses for collection of the vehicle. If there are particular reasons, Renault Försäkring can take charge of collection. Renault Försäkring decides whether payment can be made for transport to a location other than the domicile.

Renault Försäkring pays for reasonable recovery and transport costs which, along with the vehicle damage, exceed the excess that applies for each type of insurance. Does not apply to transported goods.

The recovery of vehicles covered by vehicle damage insurance after driving into a ditch or equivalent is paid for, even if the vehicle has not been damaged. The applicable vehicle damage excess payment is deducted.

Loss or inconvenience as a result of not being able to use the vehicle is only paid for if Renault Försäkring has specifically undertaken to do so in accordance with the insurance agreement.



#### **4.10 DISPUTES REGARDING VALUE**

In the event of a dispute regarding the value of damage to property, a claims assessor will give his opinion of the value at the request of one of the parties. The claims assessor must be engaged by the Swedish Chamber of Commerce unless the parties have agreed otherwise.

The claims assessor must apply the valuation rules set out in the terms and conditions. The parties may carry out their own investigations and give their own opinions. In his pronouncement, the claims assessor must indicate how he has calculated the value of the damage. He must make his pronouncement with three months after having been appointed.

#### **4.11 DOUBLE INSURANCE**

If the same interest has been insured against the same danger with several companies, each company is responsible to the insured party as if that company alone had issued the insurance.

However, the insured party is not entitled to higher compensation from the companies than that which jointly relates to the damage. If the sum of the liability amounts exceeds the damage, the responsibility is divided between the companies according to the ratio between the liability amounts.

# 05

## GENERAL TERMS AND CONDITIONS

The following are some of the provisions that are applicable for the insurance agreement between the insured party and Volvia. Further to these, the rules for consumer insurance contained in the Swedish Contracts Act (FAL) are applicable.

### 5.1 TERM OF THE INSURANCE

The term of the insurance is the period for which the insurance agreement has been entered into.

The term of the insurance begins at 00.00 on the day that is specified in the insurance policy or at the time determined by the circumstances. If the insurance is taken out on the starting day, the term of the insurance begins at the time when the agreement is reached.

If the start of the term of the insurance cannot be established in accordance with the above paragraph, the term of the insurance will begin at 00.00 on the day after the day when the policy-holder notified Renault Försäkring that he wanted to take out the insurance.

If the insurance is to be taken out by means of the policy-holder paying the premium or if the insurance is otherwise only valid on the condition that the premium is paid before the term of the insurance, this term does not begin until 00.00 on the day after the premium has been paid.

The term of the insurance for a renewed insurance begins when the previous term expires (regarding renewal, see 5.1.2).

#### 5.1.1 RENAULT FÖRSÄKRING'S LIABILITY DURING THE TERM OF THE INSURANCE

Renault Försäkring's liability for insurance claims commences at the start of the term of the insurance and lasts until the expiry of the term, or until the insurance ceases to be valid due to termination or for some other reason.

The liability can be set for a different time by agreement, if there is reason for this with regard to the insurance requirement.

The policy-holder is obliged to pay a premium only for the time during which Renault Försäkring is liable.

#### 5.1.2 RENEWAL OF THE INSURANCE

At the expiry of the term of the insurance, the insurance is renewed automatically unless otherwise indicated by the agreement or the circumstances.

However, renewal does not take place if, at the expiry of the term of the insurance, the insurance has been terminated so as to cease at this time, or the policy-holder has taken out a corresponding insurance with another company.

#### 5.1.3 POLICY-HOLDER'S ENTITLEMENT TO TERMINATE THE INSURANCE

##### 5.1.3.1 AT THE EXPIRY OF THE TERM OF THE INSURANCE

If the policy-holder wishes to terminate the insurance at the expiry of the term of the insurance, he may request termination at any time before this.

##### 5.1.3.2 DURING THE INSURANCE PERIOD

The policy holder may give notice of termination of the insurance prior to the expiry of the term of the insurance if

- Renault Försäkring has materially neglected its obligations in respect of the Insurance Contracts Act or of the insurance agreement.
- The need for insurance is removed or if another similar situation arises.

#### 5.1.4 RENAULT FÖRSÄKRING'S ENTITLEMENT TO TERMINATE THE INSURANCE

##### 5.1.4.1 AT THE EXPIRY OF THE TERM OF THE INSURANCE

Renault Försäkring's termination only applies if written notification of the termination has been sent to the policy-holder at the latest 14 days before the expiry of the term of the insurance.

#### 5.1.4.2 DURING THE INSURANCE PERIOD

Renault Försäkring may terminate the insurance during the term of the insurance if the policy holder or the insured party has materially neglected his/her obligations in respect of Renault Försäkring.

Renault Försäkring's termination comes into effect 14 days after the day when Renault Försäkring sent written notification to the policy-holder regarding the termination.

Regarding termination due to delay in payment of the premium, that which is prescribed in 5.1.6.5 applies.

#### 5.1.4.3 DELAYED NOTIFICATION

If the policy-holder demonstrates a probability that the notification in accordance with 5.1.4.1 or 5.1.4.2 has been delayed or not received due to circumstances over which he could not have had any control, the insurance will cease at the earliest one week after the day when he received the notification and at the latest three months after the day when Renault Försäkring sent the notification to him.

### 5.1.5 AMENDMENT OF THE TERMS AND CONDITIONS

#### 5.1.5.1 IN THE EVENT OF RENEWAL OF THE INSURANCE

In the event of renewal of the insurance, Renault Försäkring is entitled to change the terms and conditions. If Renault Försäkring has given written notification of the changes to the terms and conditions, the renewed insurance including the said changes shall apply and be valid for such term and on such terms and conditions as Renault Försäkring has offered. In the case of company insurance, if notification of changes has been sent later than 14 days prior to the expiry of the term of the insurance, they will start to apply 14 days after dispatch.

#### 5.1.5.2 DURING THE INSURANCE PERIOD

At Renault Försäkring's request, the terms and conditions of the insurance can be changed during the term of the insurance if the policy holder or the insured party has materially neglected his obligations in respect of Renault Försäkring.

The termination comes into effect 14 days after the day when Renault Försäkring sent written notification to the policy-holder regarding the amendment.

### 5.1.6 PAYMENT OF PREMIUM

#### 5.1.6.1 FIRST PREMIUM

The first premium for the insurance must be paid within 14 days of the day when Renault Försäkring sent the premium notice to the policy-holder.

#### 5.1.6.2 IMMEDIATE PREMIUM PAYMENT

If the insurance is to be taken out by means of the policy-holder paying the premium or if the insurance is otherwise only valid on the condition that the premium is paid before the term of the insurance begins, that which has been agreed in such cases will apply.

#### 5.1.6.3 PREMIUM FOR RENEWED INSURANCE

Premium for renewed insurance must be paid at the latest on the day when the new insurance term begins. However, the premium does not need to be paid earlier than one month after Renault Försäkring has sent out the premium notice to the policy-holder.

#### 5.1.6.4 SPLIT PREMIUM

If several premium periods have been agreed, the premium for each period after the first period must be paid at the latest on the first day of the period. However, premiums that relate to periods longer than one month do not need to be paid earlier than one month after Renault Försäkring has sent the premium notice to the policy-holder.

#### 5.1.6.5 CONSEQUENCES OF LATE PAYMENT

If the premium is not paid on time, Renault Försäkring may terminate the insurance such that it ceases 14 days after the day on which written notification was sent to the policy-holder regarding the termination.

However, if the policy-holder demonstrates a probability that the notification has been delayed or not received due to circumstances over which he could not have had any control, the insurance will cease at the earliest one week after the day when he received the notification and at the latest three months after the day when Renault Försäkring sent the notification to him.

#### 5.1.6.6 PAYMENT AFTER THE INSURANCE HAS CEASED

If the policy-holder pays a premium after the insurance has ceased in accordance with 5.1.6.5 he is thereby considered to have requested a new insurance starting from the day after the day on which the premium was paid. If Renault Försäkring does not wish to grant insurance in accordance with the policy-holder's request, he must be notified of this in writing within 14 days following the payment day. Otherwise a new insurance will be deemed to have been taken out in accordance with the policy-holder's request.

#### 5.1.6.7 SPECIAL PROVISION FOR INSURANCE PREMIUM

Renault Försäkring can assign claims in respect of unpaid insurance premiums to Trafikförsäkringsföreningen.

### **5.1.7 PAYMENT OF ADDITIONAL PREMIUM**

If the agreed premium has been raised during the term of the insurance, the additional premium must be paid within 14 days following the day when Renault Försäkring sent off the premium notice.

#### **5.1.7.1 CONSEQUENCES OF DELAY**

If the additional premium is not paid on time, Renault Försäkring may recalculate the term of the insurance for the altered insurance with regard to the premium that has been paid.

Once written notification of such recalculation of the term of the insurance has been sent to the policy-holder, the insurance will apply for the shorter period following on from the recalculation, although for at least 14 days after the notification has been sent.

### **5.2 RECOURSE**

To the same extent that Renault Försäkring has paid compensation for damage, Renault Försäkring takes over the insured party's entitlement to demand compensation from whoever is responsible for the damage or according to the undertaking is liable for the damage.

To the same extent that Renault Försäkring has paid compensation from third party insurance, Renault Försäkring is entitled in accordance with the Motor Traffic Damage Act to reclaim compensation from the person who caused the damage with intent or through gross negligence or negligence in association with drunken driving. In addition, Renault Försäkring can demand recourse in accordance with the Motor Traffic Damage Act against railway or tram proprietors.

### **5.3 STATUTORY LIMITATION**

Those who wish to claim compensation from third party insurance lose their entitlement if they do not commence the action within ten years of the damage.

Those who wish to claim compensation for the rest lose their entitlement if they do not commence the action against the insurance provider within ten years of the date when the condition which in accordance with the insurance agreement entitles to such cover started.

If the person entitled to the compensation has notified the claim to Renault Försäkring within the time specified in the first paragraph, he always has six months to commence the action after Renault Försäkring has taken a final position on the matter of compensation.

### **5.4 SWEDISH LAW**

Swedish law applies to the insurance agreement.

### **5.5 BASE AMOUNT**

Base amount refers to the basic amount in accordance with the National Insurance Act. In the insurance terms and conditions it refers to the base amount that applied for January in the year when the damage occurred.

### **5.6 INSURER**

The insurer is If Skadeförsäkring AB (Publ) reg. no. 516401-8102.

### **5.7 AUTOMATIC VEHICLE DAMAGE INSURANCE WHEN THE PERSONVAGNSGARANTI CEASES**

If the vehicle has a Personvagnsgaranti, we automatically supplement the insurance with vehicle damage insurance when the PV guarantee expires. We assume that the guarantee has a duration of three years and that it expires when the car is three years old calculated from the date of first registration in the Vägtrafikregistret [Swedish Road Traffic Register].

You receive a new insurance certificate as confirmation and charges for vehicle damage insurance are payable via the payment method that you previously selected. Please contact us if you require another excess level or wish to remove the vehicle damage insurance.

# 06

## APPEALS AGAINST CLAIMS SETTLEMENT DECISIONS

Contact Renault Försäkring for a review.

### 6.1 COURT

As with all other disputes, you can turn to the court to have your case examined. Contact your nearest district or city court for more information. The legal expenses insurance – within the framework of the provisions in the terms and conditions – also applies in disputes with Renault Försäkring. Note that if the dispute relates to valuation, this must be examined in accordance with the condition's general provisions 4.10.

### 6.2 REVIEW, PRIVATE INDIVIDUALS

If agreement cannot be reached on the level of compensation in the case of damage eller i övrigt beträffande försäkringsavtalet, private individuals are nevertheless entitled to take their case further. First and foremost, contact should be made with Renault Försäkring for the case to be reviewed. In addition to the above, contact can be made with Allmänna Reklamationsnämnden (The National Board for Consumer Complaints), the legal courts or Konsumenternas Försäkringsbyrå (the Swedish Consumers' Insurance Bureau).

### 6.3 FÖRSÄKRINGSFÖRBUNDETS NÄMND FÖR RÄTTSSKYDDSFRÅGOR (THE INSURANCE ASSOCIATION'S BOARD FOR LEGAL PROTECTION ISSUES)

It is possible to refer to this Board with regard to appeals against decisions relating to your legal protection insurance.

*Postal address:* Box 24067, SE-104 50 STOCKHOLM  
Tel 08-522 787 20.

BUSINESS INSURANCE      INSURANCE MATTERS, TEL. 031-725 08 10 or email  
foretag@renaultforsakring.se  
CLAIMS, TEL. 031-725 09 10 or email  
foretagsskador@renaultforsakring.se

IF YOU REQUIRE HELP:      IN SWEDEN, CONTACT RENAULT ASSISTANCE ON  
TEL. 020-25 05 00  
ABROAD, CONTACT EUROP ASSISTANS,  
TEL. INTERNATIONAL PREFIX +46 31 725 09 60  
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### 6.4 TRAFIKSKADENÄMNDEN (TSN) (THE ROAD TRAFFIC INJURIES COMMISSION)

It is compulsory for Renault Försäkring to examine certain matters relating to compensation for personal injuries from the motor insurance at the TSN without such being requested by the injured party (known as compulsory cases). These matters are specified in the Board's regulations available on their website.

The TSN also examines disputes concerning compensation for personal injuries from motor insurance in non-compulsory cases at the request of the injured party (known as dispute settlement cases).

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