

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

Take care of your car!

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

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

If we can't agree

Misunderstandings and uncertainties can arise in the event of an accident. If you are not satisfied with our claims adjustment you can ask that we review the case. The simplest way is to contact the person responsible at our company. You may also appeal to The Swedish National Board for Consumer Complaints which has a special department for dealing with insurance issues. The Swedish National Board for Consumer Complaints is a state body which can resolve compensation issues for private individuals. The Board does not deal with questions of who is to blame for traffic accidents.

The Swedish National Board for Consumer Complaints
Office Address: Klarabergsgatan 34
Box 174
101 23 Stockholm
Tel: 08-555 01 700

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

Complaints

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

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General Conditions

SE 1001-ENG

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General Conditions

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Glossary of terms

Policyholder

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

Insured

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

Insurance event

Loss or damage or other events covered by the insurance policy

Excess

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

Price Base Amount

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

Vehicle types and uses

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

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

Snowmobiles and four wheeled motorcycles

Self propelled machinery

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

Registered passenger car trailers up to 1999 kg, other than caravan

Motor vehicle insurance – General terms and conditions

The insurance policy and/or these terms and conditions specify what insurable events are covered by this policy and the excesses that apply.

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

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

1. Extent of validity

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

As set forth in the Traffic Damage Act, the third-party liability insurance is valid in all countries for Swedish citizens or Swedish permanent residents who are injured due to traffic accidents with Swedish registered vehicles.

2. Third-party liability insurance

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

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

213 Inform us

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

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

LeasePlan Insurance will obtain and pay for such medical reports as Leaseplan Insurance may find necessary unless otherwise agreed.

Compensation for representation is subject to you nominating a representative who is appropriate in relation to your place of residence and the nature of the claim, and

1) is a member of the Swedish Bar Association or employed in a legal position in a law firm. Disputes about fees and/or other costs is resolved by the Swedish Bar Association's arbitration tribunal on legal costs.

2) Is considered by the insurance industry's legal protection panel to be particularly appropriate for the case in hand. The representative must agree to accept the panel's arbitration of fees and other costs in the event of a dispute.

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

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

22 Excess

The third-party liability insurance is subject to excesses if this is stated in the policy or in these General Conditions.

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

221 Passenger car and light commercial vehicle

For passenger cars and light commercial vehicles apply an excess (basic excess) of SEK 1,000 for natural persons and SEK 3,500 for legal entities.

222 Increased excess

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

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

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

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

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

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

3. Comprehensive insurance

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

311 Property insured

a) The vehicle

b) Normal equipment in and on the vehicle, if it belongs to the vehicle. Equipment can be fixed or unfixed – this has implications on the interpretation of Section 353 among others

1. Fixed normal equipment means that it is permanently mounted in or on the vehicle and tools are required to remove it.

2. Unfixed normal equipment means unfixed accessories and pieces of equipment which accompany and are designed for the vehicle.

3. Electronic sound/picture systems are regarded as normal equipment if they are designed and constructed solely for use in the vehicle.

Note: other portable equipment for sound, picture or text transmission –e.g. mobile phones of the pocket phone type, portable navigation equipment and fax machines – are not covered by comprehensive insurance. This applies even if there are fixed accessories for such equipment in the vehicle. CD and DVD records and cassette tapes are not covered.

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

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

312 Insured interest

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

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

313 The policy does not cover loss or damage

a) if the vehicle is used for military purposes

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

314 Regulations

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

b) If the driver is under the influence of alcohol or other intoxicant beyond the legal limit while in charge of the vehicle, your right to compensation may be deduced or lost. The deduction can be reduced if special circumstances exist. Compensation can be provided if you can show that the damage occurred independent of influence of alcohol or other intoxicantl.

c) If anyone other than you yourself drove the vehicle under such circumstances as stated in a) or b), your right to compensation may be deduced or lost. Compensation can be provided if you can show that you have not realized or should not have realized that the driver was under such circumstances as stated in b), or that you have done what you reasonably can to prevent the driving.

d) If you were a passenger in the vehicle when someone other than you drove it under such circumstances as outlined in b) above, compensation may be deduced or lost as stated in b). Compensation can be provided if you can show that you have not realized or should not have realized that the driver was under such circumstances as stated in b), or that you have done what you reasonably can to prevent the driving.

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

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

g) Deductions set forth in Subsections a) – f) will be made on reasonable grounds taking into account the connection between the breach of regulation and the event, the intent or negligence shown, and other relevant circumstances.

32 External damage insurance

See item 61 for excesses not specified in your policy

321 The policy covers loss or damage

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

322 The policy does not cover loss or damage

a) which occurred during a competition using the vehicle or training for such competition, or high-speed driving in competition-like circumstances (e.g., 'street racing' or driving on racing circuits) unless a prior agreement with us.

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

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

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

323 Regulations

a) A vehicle subject to a driving prohibition may not be used. At damage compensation will be reduced with 100 percent. If you can show that the damage occurred independent of what caused the driving prohibition, compensation can be provided in so far that the damage would have occurred anyway. b) The vehicle may not be used in circumstances which impose abnormal stress on the vehicle.

c) Before the vehicle is used on frozen bodies of water, the driver must ensure, immediately before driving onto the ice, that it has sufficient bearing strength.

d) The vehicle must have legally required equipment while in use.

e) If regulations a) –d) are not complied with, compensation for loss or damage may be deduced in accordance with Section 74. Deductions will be made on reasonable grounds taking into account

the connection between the breach of regulation and the event, the intent or negligence shown, and other relevant circumstances.

33 Fire insurance

331 The policy covers loss or damage

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

332 The policy does not cover loss or damage

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

333 Regulations

- a) Equipment used to heat or dry the vehicle or parts of the vehicle must be approved for these purposes by the SP Sveriges Provnings- och Forskningsinstitut, Sprängämnesinspektionen, or SEMKO.

The manufacturer's instructions must be complied with.

- b) Regulations issued by an authority in order to prevent or limit loss or damage, and which applies to the vehicle or the premises where it is usually kept, must be complied with.

- c) Electrical cables and components must be professionally fitted.

If the regulations are not complied with, in the event of loss or damage compensation can be reduced or completely eliminated under Section 74.

- d) A vehicle subject to a driving prohibition may not be used. At damage, compensation will be reduced with 100 percent. If you can show that the damage occurred independent of what caused the driving prohibition, compensation can be provided in so far that the damage would have occurred anyway.

34 Glass breakage insurance

See item 61 for excesses not specified in your policy. If you choose to repair instead of replacing the damaged window, the excess is SEK 200.

341 The policy covers damage

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

342 The policy does not apply to damage

- a) which occurred when the vehicle collided, overturned or was driven off the road.
- b) which occurred during competition with the vehicle or training for such competition.

35 Theft insurance

For excess not stated in your policy see item 61

351 The policy covers loss or damage

- a) from theft
 - b) from misappropriation
 - c) from attempted theft or misappropriation
 - d) from deliberate damage in connection with any of the circumstances stated in a) – c).
- Compensation will be paid for loss of the vehicle if it has not been recovered within 30 days of its loss being reported to us in a written notification. Theft must be reported to the police.

For passenger cars, light commercials and trailers the following applies:

- a) For theft of wheels fitted to the vehicle, standard or customised, compensation is limited to SEK 10 000 if wheel-locks are not mounted. This limitation does not apply if the whole vehicle is stolen.
- b) For theft of radios, tape or record players, DVD players, mobile phones, communication equipment, police radios, navigation systems and accessories to these, compensation for the equipment (including fitting costs) is limited to a total of $\frac{1}{4}$ of a Price Base Amount. If an alarm approved by us is installed and in function at the time of loss or damage, compensation is limited to $\frac{1}{2}$ of a Price Base Amount. The limitation also applies to the repair of damaged equipment. The limitation does not apply to original equipment fitted by the car manufacturer.
- c) Extra headlights in addition to the standard headlights will be compensated to a maximum of SEK 10 000.

352 The policy does not apply to loss or damage

- a) as stated in 351b) – d) caused by a person who lives in the same household as you
- b) resulting from fraud or insurance fraud or embezzlement.

353 Regulations

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

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

In case of loss or damage occurring other than from theft or misappropriation of the whole vehicle, compensation will normally be reduced by 50 per cent. In serious cases compensation may be completely eliminated.

354 Regulations for certain vehicles

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

1. Passenger cars and light commercial vehicles

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

2. Moped Class II

When the moped is parked it must be locked with a lock approved by us, e.g. a shackle or chain-and-padlock system. If shackle or chain-and-padlock are used, they must encompass two parts of the moped frame, e.g. both forks. Moped steering locks are not approved. If these regulations are not met, an extra excess of SEK 3,000 will apply in case of theft or misappropriation.

3. Trailers

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

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

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

4. Snowmobile

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

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

If these regulations are not met, an extra excess of SEK 3,000 will apply in case of theft or misappropriation.

5. All above vehicles

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

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

If the key is not kept carefully, compensation may be deduced. The deduction will be established on reasonable grounds and will generally amount to 10 per cent and with a minimum of SEK 6,000 for passenger cars and light commercial vehicles and of SEK 3,000 for other vehicle types

36 Mechanical Failure on passenger cars

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

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

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

- a)** Engine, including guidance and control components/software and engine battery for hybrid and electric car.
- b)** Manifold, but not silencer and exhaust system
- c)** Turbo/supercharger with control system
- d)** Exhaust system, but not silencer and exhaust pipe
- e)** Ignition system, but not spark plugs
- f)** Cooling system for engine, transmission Passenger compartment cooling system and manufacturer mounted heater driven on fuel is compensated even if it may not affect the functioning of the vehicle
- g)** Starting motor
- h)** Generator and consequential damages which affect the manufacturer's standard electrical functions
- i)** Fuel system, but not pipes, filter and fuel tank
- j)** Transmission system, but not worn clutch disc or damages resulting there from
- k)** Brake servo, guidance and control system for anti-lock brakes and anti-skid system, but not main and wheel cylinders
- l)** Steering system
- m)** Airbag including control system (even if it may not affect the functioning of the vehicle) and seat belt pretensioner

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

363 The policy does not apply to loss or damage

- 1. which is external damage (321), fire damage (331) or theft (351 a) – d))
- 2. caused by frost shattering, wetness or corrosion
- 3. which occurred during competition with the vehicle or training for such competition
- 4. in components/software which differ from the corresponding parts in vehicles imported by the manufacturer's Swedish general agent
- 5. if the owner cannot confirm to our satisfaction that the age and the mileage of the vehicle fall within the limits set forth in Section 361
- 6. to which the manufacturer or other party is legally responsible, or for which compensation can be paid under a warranty or similar undertakings.

364 Regulations

If you use components/software which differ from the vehicle's standard series performance, for example by adaptations with components which are not approved by the manufacturer or the manufacturer's Swedish general agent, compensation may be deduced. Deduction will be established on reasonable grounds, taking into account the connection between the breach of regulation and the event, the intent or negligence shown, and other relevant circumstances. The vehicle must not be driven in such a manner that the motor and transmission are subjected to abnormal stress.

Service, repairs and fitting must be carried out professionally. Manufacturer's instructions regarding fuel and lubricants, service, care and maintenance etc. of the vehicle must be followed.

A vehicle subject to a driving prohibition may not be used. At damage compensation will be reduced with 100 percent. If you can show that the damage occurred independent of what caused the driving prohibition, compensation can be provided in so far that the damage would have occurred anyway.

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

365 Warranty

If used parts are fitted we will provide a warranty. The warranty is valid for six months but limited to 10,000 driven kilometers. Warranty claims must be reported to us immediately. We reserve the right to inspect the vehicle prior to repairs.

37 GAP (Residual debt insurance)

We refer to separate wording "GAP wording EIIE 2009-01-01 F-Eng"

38 Assessment and compensation regulations

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

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

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

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

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

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

