

VOLVIA

General conditions of insurance

Privately-owned cars

VALID FROM 1 FEB 2019



General conditions of insurance

Privately-owned cars valid from 1st Feb 2019

Click on the headings to take you to the required section.
To return to this page, click on the text in the top right-hand corner.

1. Validity

- 1.1 Where the insurance is valid
- 1.2 For whom the insurance is valid/insured interest
- 1.3 What the insurance covers

2. What the insurance covers

- 2.1 **Third party insurance**
- 2.2 Fire
- 2.3 Glass
- 2.4 Theft
- 2.5 Functional damage
- 2.6 Rescue and recovery
- 2.7 Legal Aid
- 2.8 Material damage to own vehicle
- 2.9 Excesses
- 2.10 Storage insurance
- Supplemental insurance:**
- 2.11 Trygghetspaket (Security package)
 - 2.11.1 Rental car
 - 2.11.2 Excess waiver / collision with animal
 - 2.11.3 Reduction of excess in the case of intentional damage
 - 2.11.4 Elimination of excess, material damage abroad
 - 2.11.5 Accidents in the car interior
 - 2.11.6 Key
- 2.12 Trygghetspaket PLUS (Security package PLUS)
- 2.13 Excess waiver / collision with animal
- 2.14 Volvia Care

3. Restrictions, care and precautions, and other obligations

- 3.1 Limitations in the event of damages
- 3.2 Care and precautions
- 3.3 The insurance does not cover damage incurred in the following special situations

- 3.4 Factors affecting your premium
- 3.5 If damage is incurred
- 3.6 Failure to observe stipulated precautions and fulfil other obligations
- 3.7 Invalidation
- 3.8 Persons of equal standing with the insured

4. Validation and compensation

- 4.1 Compensation
- 4.2 Documentation
- 4.3 Repairs
- 4.4 Valuation
- 4.5 Purchase of replacement equipment, etc.
- 4.6 No compensation is paid for
- 4.7 Repair in urgent cases
- 4.8 New vehicle replacement
- 4.9 Recovery and collection
- 4.10 Disputed value
- 4.11 Double insurance

5. General conditions

- 5.1 Insurance period
- 5.2 Recovery of costs
- 5.3 Statutory limitation
- 5.4 Registration of damage
- 5.5 Swedish Law
- 5.6 Insurer
- 5.7 Personal Data (GDPR)
- 5.8 If contrary to expectation, we fail to reach an agreement
- 5.9 Automatic vehicle damage insurance when the Personvagnsgaranti ceases

Contact us for damage matters

Tel. 031-345 69 00
Email: info@volvia.se

Rescue / salvage in Sweden: Tel. 020-55 55 66
Abroad: Tel. +46 31 345 69 60

In case of machine damage, contact the nearest Authorized brand workshop

Contact us for insurance matters

Tel. 031-345 67 00
Email: info@volvia.se

Customer service

Business hours Mon–Fri 7.30–20, Sat–Sun 9–16

www.volvia.se



1 Validity

1.1 Where the insurance is valid

Volvia's car insurance is valid for Swedish-registered cars in the countries covered by the so-called Green Card agreement.

The insurance is also valid for transport between these countries.

Third party liability insurance is valid worldwide in accordance with the Swedish Traffic Injury Act (Trafikskadlagen, TSL) if a Swedish citizen or other person permanently domiciled in Sweden is injured as a result of the use of a Swedish-registered car.

Special conditions apply to taxis, rental cars and light utility vehicles for commercial traffic/rental.

Additional insurance may be purchased for Swedish-registered cars not intended for commercial use or rental (vehicle class 01). Volvia's keep-you-going policy, maxi-rental policy and voluntary excess waiver for collision with animals may also be purchased for light utility vehicles (vehicle class 50).

1.2 For whom the insurance is valid/insured interest

The insurance only covers the interests of the policyholder. The insurance only applies if the policyholder is the actual owner of the vehicle and is the principal user or, in the case of private leasing, is registered as a user in the road traffic register and is the principal user of the vehicle. This means that you may forfeit the right to any compensation if you are registered as the owner or, in the case of private leasing, are registered as a user, and have taken out insurance for the vehicle even though you do not own it, or if it is you that principally uses it."

The terms and conditions refer to the insured party as you. If you have purchased the vehicle on an instalment basis, on credit or if you have rented the vehicle, we are obliged to pay compensation to the seller or the owner of the rented vehicle. Compensation paid to the seller is restricted to the seller's remaining claim in compliance with the rules stated in the Swedish Consumer Credit Act (Konsumentkreditlagen), legislation governing hire purchase agreements or legislation governing hire purchase transactions between businesses and others.

1.3 What the insurance covers

Your insurance coverage is detailed in your insurance policy. It is important that you are aware of what kinds of damage your insurance covers and where, when and under what conditions the insurance is valid. For damage to be covered by insurance, it is necessary that the damage has occurred suddenly and unexpectedly.

1.3.1 The insurance (except third party liability insurance) covers the items listed below:

- The cars.
- Normal equipment and accessories in or on the car if they are part of the car. Radios, telecommunication equipment and other electronic equipment are covered by the insurance only if permanently fitted and designed expressly for use in the car. "Permanently fitted" means that tools are required in order to remove the equipment.
- Removed parts/equipment belonging to the car. If another part/other equipment has been fitted in its place, the insurance is valid only for the part/equipment, which is installed to the car.
- In the case of theft of wheels, the maximum sum for compensation is 50% of the current base amount prior to deduction of excess (applies to cars that are over 10 years old, counted from the first day of registration).
- One extra set of wheels in addition to those fitted to the car.

1.3.2 Exceptions

– Mobile phones, cassettes, discs and extra storage unit for cassette or CD players.



2 What the insurance covers

2.1 Third party insurance

In the following, each type of insurance is detailed according to:

What the insurance covers

Damage and injury as a result of the car being driven.

The insurance will pay compensation for:

- Personal injury, including the driver of and passengers in your own car.
- Damage to others' property outside your own car, but not to a trailer/towed vehicle coupled to your car.

The regulations governing third party liability insurance are to be found in the Swedish Road Traffic Injury and Damage Act (Trafikskadlagen, TSL)

Claim for material damages

You must inform us immediately if you receive a claim for damages that entails legal proceedings. If your insurance covers the damage, we will pay reasonable legal costs.

Abroad

For material damage occurring abroad the laws of the country where the damage occurred apply.

Premium impact of injury

All damage or injury resulting in compensation being paid from third party liability insurance affects premiums as of the next policy renewal date. This does not apply to bonus class 9 with a minimum of 5 damage-free years.

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, Volvia is entitled to, during the current insurance period, take out an additional premium equivalent to this premium impact.

Care and precautions

If you admit liability, agree to a claim for damages or pay compensation without our approval, this will not be binding for us.

Nor are we bound by any court ruling if you have not followed the instructions above regarding material damages.

Legal representation

You must choose a legal representative in accordance with Volvia's conditions regarding legal aid.

State legal aid

If you are entitled to state legal aid, you should apply for that first.

Excess, etc.

As one of Volvia's customers, you never pay more than one excess for each claim, even if your claim affects forms of insurance other than your car insurance and even if you have the other policies with a different company. You only pay the highest excess, Volvia pays any other excess. Exceptions: voluntary traffic, offence, young driver, legal protection and specific article insurance excess.

Third party liability insurance is only valid with excess if this is expressly stated in your insurance policy or the general insurance terms and conditions.

In the following situations the insurance is valid with an excess of 10% of a base amount, **i.e. offence excess.**

- Where the driver does not hold the required licence or in the case of practice driving, when the instructor/pupil does not fulfil the requirements for permissible practice driving.
- Where the driver was intoxicated or under the influence of intoxicants other than alcohol to a degree punishable by law.
- Intent or gross negligence.

Where the driver was under the age of 24 when the damage or injury was caused, a so-called **young driver excess** of SEK 1,000 applies.

If more than one excess applies, the amounts are added together. However, we do not claim more than 10% of a base amount from a private person.



2.2 Fire

What the insurance covers

Damage caused by:

- Brand founded by a third party*
- Fire
- Lightning
- Explosion

*Third party refers to a party other than you which acts without your consent.

Fire refers to fire that has broken out.

Damage to:

- Electrical wiring caused by short-circuit and consequential damage to electrical components as a direct result.

What the insurance does not cover

- Damage to engine, silencer, tyres and hoses caused by explosions in these items.
- Damage incurred in a traffic accident that occurs as a consequence of fire, lightning, explosion, short-circuit or similar.
- Short-circuit in components covered by the Machinery damage insurance even if such insurance is not included for the vehicle.

Care and precautions

Devices used to heat or dry the car or part of the car must be approved for this purpose. The manufacturer's instructions must be followed. Any welding in or on the car may only be done if the necessary safety precautions are observed, e.g. the removal of inflammable materials.

A fire extinguisher(s) must be available and within easy reach.

Excesses, etc.

Please see your 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.

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

2.3 Glass

What the insurance covers:

Damage to:

- Windscreen
- Side window
- Rear window

Which are penetrated, cracked or shattered.

Excesses, etc.

Please see your insurance policy.

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

If the repair applies to a Volvo car and is carried out by an authorised Swedish Volvo dealer, the excess is SEK 100.

2.4 Theft

What the insurance covers:

Damage caused by:

- Theft
(which means that someone steals something belonging to someone else with the intent to keep or sell it).
- Taking the car without permission
(which means that someone steals something belonging to someone else with the intentions of using but not intending to keep or sell it).
- An attempt to steal or take without permission.
- Crisis therapy in connection with theft/burglary.

These events must be reported to the police.



Loss of your car

We will pay compensation if your car is stolen and not found within 30 days from the day we receive your written claim notification.

The insurance does not cover damage

- Caused by someone in your household
- Incurred during use without permission, i.e. that someone already in possession of someone else's car uses it without that person's permission.
- In connection with fraud or insurance fraud, for example if a borrowed car is not returned.
- Wilful damage by third party.

If the make, model and age of stolen equipment cannot be proved, no compensation will normally be paid.

Care and precautions

- When you leave your car, it must be locked.
- The car key must be looked after carefully.
- The key must not be in or in close proximity to the car. In case of negligence, excess will be increased by 10 % of the compensation cost, but no less than 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.
- In the case of loss of the key for a car of 1999 year model or later, this shall immediately be decoded from the car's electronic immobiliser. In the case of negligence, excess will be increased by 10% of the compensation cost, but by no less than SEK 5,000.
- Removed parts, / equipment / wheels which are covered by the insurance must be locked in a place to which only you have access.
- In case of negligence, we deduct 50% of any compensation payable. In serious cases the deduction may be even greater, and could mean that you receive no compensation at all.

Excess, etc.

Basic excess, please refer to your insurance policy.

Excess for equipment

By equipment we mean, e.g. radios, tape decks, CD players, fitted car phones (not mobile phone), fixed car navigators, communication radios, police radios and accessories for these. When accessories are stolen, an extra excess is payable if the cost of replacing or repairing the stolen equipment is more than SEK 5,000. You then pay an additional 30% of the amount above this sum in addition to the basic excess. (Does not apply to factory-assembled audio equipment in Volvo models of 2000 year model or later.)

Excess waiver

If the car was fitted with an **anti-theft alarm** approved by Volvia or recommended by the Swedish Theft Prevention Association (Svenska Stöldskyddsöreningen) and this was **activated** at the time of the break-in to, or theft of the car, you pay no basic excess. The excess waiver is not applied in cases where parts have been stolen/damaged outside of, or in direct connection with the vehicle. Approved alarm equipped with **level sensor** provides excess waiver with the theft of wheels mounted on the vehicle. If the car was fitted with a **supplementary theft prevention** device approved by Volvia or recommended by the Swedish Theft Prevention Association (Svenska Stöldskyddsöreningen) at the time the entire car was stolen, you pay no excess for theft, taking without permission or attempts to commit these offences.

Crisis therapy in connection with theft/burglary

The insurance may cover the cost of crisis therapy if you have suffered from any psychological disorders as a direct result of:

- Theft of vehicle.
- Stolen car keys if the offender's intent is to steal or otherwise break into the vehicle.

The driver, passengers and members of your household may also be entitled to crisis therapy in the same situations.

Compensation you are entitled to:

- Crisis therapy by a licensed psychologist for a maximum of 10 treatment sessions per insured party.
- Compensation for travel in connection with the treatment sessions if your journeys exceed 30 km per treatment session.
- Expenses for an interpreter in connection with the treatment sessions.

Limitations:

- The time during which the session can take place is restricted to 12 months from the time of the accident.
- Crisis therapy can only be provided in Sweden.
- Compensation is not provided for travel from locations outside of Sweden.



2.5 Functional damage

What the insurance covers

Damage to or faults in components listed below that have split and broken by themselves without any external influence:

Petrol, diesel and gas driven cars:

Engine (for the propulsion of the vehicle)

- Engine, engine block, cylinder block and internal components of the engine.

Fuel system

Petrol and diesel driven cars:

- Fuel systems including pumps, injectors, tank fittings, sensors and control systems (not fuel tank, pipes and filters).

Gas propulsion:

- Gas distributor, gas regulator, sensors, valves, sensors and stepping motor (not fuel tank, pipes and filters).

Intake system/exhaust system

- Manifolds, exhaust turbocharger, compressor, intercooler, lambda probe, particle filter and catalytic converter (only when exhaust valves are incorrect) including control systems.

Cooling system

- Engine cooling system, oil cooler and cooler.

Ignition/control system

- Ignition system including control systems (not spark plugs/glow plugs and starter battery/absorbent glass mat battery).

Electrical system, engine

- Generator, starter motor and engine control electronics.

Power Train

- Power transmission including electrical control systems (not worn clutch and consequential damages) and wheel bearings.

Braking system

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

Steering

- Steering gear, pump, control system (not tie rods, rod ends or steering column) and pump for air and hydraulic suspension.

Electronics

- Main central electronics module, on-board diagnostics, instrument cluster, trip computer, cruise control, rain sensor (including controls, sensors and control system), steering lock/ignition switch, card reader. LED, laser and Xenon lights, refers to factory-installed headlights including sensors and control system (not glass). Electric parking brake, i.e. electrical function in brake callipers including control system.

Climate control system

- Factory-installed climate control system including sensors, damper motor and control system and factory-installed fuel heaters.

Safety systems

- Airbag including sensors, safety belts, tensioners, steering systems. Dynamic stability control/traction control system including sensors and control systems.

Factory-installed active safety systems

- Collision mitigation system (CMS), Adaptive Cruise Control (ACC), Distance alert, Collision warning with auto brakes, Driver Alert Control (DAC), Lane Departure Warning (LDW), City Safety, Hill Descent Control (HDC), Roll Stability Control (RSC), Trailer Stability Assist (TSA), Blind Spot Information (BLIS), Emergency Break Light (EBL), Whiplash Protection System (WHIPS).

Factory-installed information and communication system

- Audio system, auxiliary sockets, USB and Bluetooth, antenna, antenna amplifier, GPS, monitors/ displays, parking assistance including sensor, VOC and telephone including hands-free and microphone.

Electric cars:

Engine (for the propulsion of the vehicle)

- Electric motor for driving.

Battery for driving electric cars (not starter battery/absorbent glass mat battery)

Fuel system

- Petrol heater E85, roll over valve and fuel pump.

Cooling system

- Electric motor cooling system, valve battery heating, radiator cooling valve, intercooler, battery air conditioning unit, air pipe and battery cooling system.

Electrical system, engine

- Generator, internal high-voltage cable including the car's charging socket and the engine's control electronics.



Power Train

- Power transmission including electrical control systems (not worn clutch and consequential damages) and wheel bearings.

Braking system

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

Steering

- Steering gear, pump, control system (not tie rods, rod ends or steering column) and pump for air and hydraulic suspension.

Electronic

- Main central electronics module, OBD, combination instrument, trip computer, cruise control, rain sensor (including Controls, sensors and control system), steering wheel lock / ignition lock, card reader. LED, laser and Xenon lights, refers to factory-installed headlights including sensors and control system (not glass). Electric parking brake, i.e. electrical function in brake callipers including control system.

Climate control system

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

Safety systems

- Airbag including sensors, safety belts, tensioners, steering systems. Dynamic stability control/traction control system including sensors and control systems.

Factory installed active safety systems

- Collision mitigation system (CMS), Adaptive Cruise Control (ACC), Distance alert, Collision warning with auto brakes, Driver Alert Control (DAC), Lane Departure Warning (LDW), City Safety, Hill Descent Control (HDC), Roll Stability Control (RSC), Trailer Stability Assist (TSA), Blind Spot Information (BLIS), Emergency Break Light (EBL), Whiplash Protection System (WHIPS).

Factory installed information and communication system

- Audio system, auxiliary sockets, USB and Bluetooth, antenna, antenna amplifier, GPS, monitors/ displays, parking assistance including sensor, VOC and telephone including hands-free and microphone.

Electric hybrid cars:

Engine (for the propulsion of the vehicle)

- Engine, engine block, cylinder block, internal components of the engine and electric motor for driving. Battery for driving electric cars (not starter battery/absorbent glass mat battery)

Fuel system

Petrol and diesel driven cars:

- Fuel systems including pumps, injectors, tank fittings, sensors and control systems (not fuel tank, pipes and filters).

Intake system/exhaust system

- Manifolds, exhaust turbocharger, compressor, intercooler, lambda probe, particle filter and catalytic converter (only when exhaust values are incorrect) including control systems.

Cooling system

- Engine cooling system, oil cooler, cooler, and battery cooling system.

Ignition/control system

- Ignition system including control systems (not spark plugs/glow plugs and starter battery/absorbent glass mat battery).

Electrical system, engine

- Generator, internal high-voltage cable including the car's charging socket and the engine's control electronics.

Power Train

- Power transmission including electrical control systems (not worn clutch and consequential damages) and wheel bearings.

Braking system

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

Steering

- Steering gear, pump, control system (not tie rods, rod ends or steering column) and pump for air and hydraulic suspension.

Electronics

- Main central electronics module, on-board diagnostics, instrument cluster, trip computer, cruise control, rain sensor (including controls, sensors and control system), steering lock/ignition switch, card reader. LED, laser and Xenon lights, refers to factory-installed headlights including sensors and control system (not glass). Electric parking brake, i.e. electrical function in brake callipers including control system.

Climate control system

- Factory-installed climate control including sensors, damper motors and control systems and factory-installed fuel heaters.



Safety systems

– Airbag including sensors, safety belts, tensioners, steering systems. Dynamic stability control/traction control system including sensors and control systems.

Factory installed active safety systems

– Collision mitigation system (CMS), Adaptive Cruise Control (ACC), Distance alert, Collision warning with auto brakes, Driver Alert Control (DAC), Lane Departure Warning, City safety, Hill Descent Control (HDC), Roll stability control (RSC), Trailer Stability Assist (TSA), Blind Spot Information (BLIS), Emergency Break Light (EBL), Whiplash Protection System (WHIPS).

Factory-installed information and communication system

– Audio system, auxiliary socket, USB and bluetooth, antenna, antenna amplifier, GPS, monitors/displays, parking assistance including sensor, VOC, and telephone including hands free and microphone.

Validity

The insurance is only valid until the car has been driven 150,000 kilometres (170,000 kilometres if you have purchased your Volvo car from an authorised Volvo Swedish dealer) or until it is 8 years old, calculated from the first date of registration.

Insurance coverage ceases when either of these limits is reached.

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.

What the insurance does not cover

- a) Arising as a result of theft, fire, traffic accident or other external causes.
- b) As a result of the owner not being able to prove that the age and driving distance of the vehicle is within the limitations set by the insurance.
- c) Caused by repairs that have obviously been executed incorrectly.
- d) Caused by the use of components that do not conform with the serial design of the vehicle, e.g. through tuning.
- e) Faults to connector and electrical wiring (except airbag system).

However, the exclusion for tuning does not apply to Volvo cars that have Volvo's power optimization (original tuning) installed at a Volvo-authorized dealer.

Care and precautions

Service, repairs and fitting of parts and components must be carried out in a professional manner.

Excesses, etc.

- 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 120,000-170,000 km, the excess payable is 35% of the cost of the damage, but with a minimum of SEK 7,500 being payable.

2.6 Rescue and recovery

What the insurance covers

Extra cost of **personal transport** and luggage for the return trip to Sweden alternatively to the nearest suitable doctor or hospital if the journey by car cannot continue due to:

- You or someone in your car being injured as a result of travelling in the car.
- Your car cannot be driven as a result of damage, malfunction or theft and cannot be recovered or repaired to a roadworthy condition within a reasonable time to continue the journey (usually 3 days).

The travel to your destination can be paid for instead of the return journey home if this is cheaper.



Extra costs involved in **transporting the car** to:

- The nearest brand workshop if your car cannot be driven as a result of damage, malfunction or theft.
- The nearest brand workshop in Sweden if the damage has occurred abroad and is so serious that it cannot be repaired to a roadworthy condition within a reasonable time to continue the journey (usually 3 days).
- The **home location of the car** in Sweden if the car has to be left on account of the driver having been taken acutely ill or died and no other person can drive the vehicle home.
- Reductions apply for any saved fuel costs. Passenger and vehicle transport must be by the cheapest means possible.
- The insurance also covers any connected trailers regardless of whether the insured towing vehicle has been damaged or not during the incident.
- **Collection of the car** – You pick up and return your own undamaged or repaired car or trailer. We will cover any reasonable costs. We can arrange for the collection of the vehicles if we consider that special reasons apply.
- We pay for the cost of car transport at a maximum of the amount corresponding to the car's value after the damage.

What the insurance does not cover

Compensation you are entitled to under warranty, rescue and recovery subscription or other agreement.

If you need help:

If help is required, please call

- In Sweden:
telephone 020-250 500
- Abroad:
telephone + 46-8 411 11 27
fax + 46-8 6602390

Excesses

Please see your insurance policy.

2.7 Legal Aid

What the insurance covers

For each damage we pay necessary and reasonable legal representative and litigation costs, which the counterparty will not pay to you in the following cases.

For whom the insurance is valid

The insurance covers the insured car's owners, users and drivers (those insured) in their capacity.

The insurance does not cover those who have used the car without permission.

Disputes covered by the insurance

The insurance covers disputes which can be examined by district 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 Volvo) other than the above, the insurance does not cover the examination/processing.

Disputes which are not covered by the insurance

- Small cases in accordance with Chapter 1, § 3 d, paragraph 1 of the Swedish Code of Judicial Procedure. However, this exemption should not be applied to disputes resulting from the insurance agreement.
- Disputes which relate to demands or other claims resulting from commercial renting or lending of the car.
- Disputes between joint-owners of the vehicle.
- Disputes which should be handled in accordance with the Group Proceedings Act, if you are a group member but not a party in the case.
- Disputes concerning damages or other claims resulting from crime.
- Disputes in which you have no justified interest to have your case heard.

Legal representative or defence counsel

In order for the insurance to apply, you must hire a representative that is appropriate with regard to the nature of the case.

The legal representative should also:

1. Be a member of the Swedish Bar Association (lawyer) or legal adviser employed by a lawyer, or



2. Be able to prove that over the past three years they have been engaged as counsel under the Legal Aid Act for disputes of a similar nature and are still suitable as such counsel, or
3. In another satisfactory manner prove that they are specifically suitable for the commission.

For disputes or cases abroad, you must engage legal representatives approved by Volvia.

Examination of the suitability of the legal representative in accordance with 2 and 3 can, upon request by the legal representative, you or Volvia, be conducted by the Swedish Insurance Federation in accordance with "Instructions for the Swedish Insurance Federation's examination procedure regarding the suitability of the legal representative" (Instruktion för försäkringsförbundets prövningsförfarande beträffande ombudets lämplighet).

Like the lawyer, Volvia is entitled to request examination of lawyer's fees and costs by the Agency Costs Committee (Ombudskostnadsnämnden). Other approved legal representative's fees and costs can be examined by the Swedish Insurance Federation's committee for legal protection issues.

Compensation

You will receive compensation if the costs are necessary and reasonable and if they cannot be paid by the counterparty or by the State.

You will receive compensation for

- Legal representatives' and defence counsels' fees and overhead expenses. Fees are paid for reasonable time spent and subject to the maximum according to the hourly rates applied by the Swedish National Courts Administration when setting rates for certain cases. Compensation for the legal representative's loss of working time is paid in accordance with the Swedish National Courts Administration's regulations for calculating compensation of loss of working time.
- Costs for pre-trial investigations ordered by your legal representative.
- Costs of evidence in court and arbitration proceedings.
- Dispatching costs in court.
- Litigation costs which you have been ordered to pay to the counterparty or to the State following examination by a court or arbitrator in a dispute or case.
- Litigation costs which you have agreed to pay to the counterparty following settlement during a trial, provided it is clear that the court would have ordered you to pay higher litigation costs if the dispute had been examined.
- Costs of mediation in accordance with Chapter 42, § 17 of the Swedish Code of Judicial Procedure.

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

You will not receive compensation for

- Your own work, lost income, travelling expenses and accommodation or other overhead expenses you have incurred.
- Enforcement of judgment, decision or agreement.
- Additional costs arising from hiring several representatives, changing representatives or hiring representatives from an area other than your place of residence.
- Arbitrator's fees
- Costs that are not compensated by the State since the question of legal aid in accordance with § 10, paragraph 1, point 9 of the Legal Aid Act may be deferred while another similar case is examined or if it may be assumed that such an assessment would have been made, if the insured had been entitled to legal aid for the rest.
- Where compensation for damages for you is assumed to also include compensation for your lawyer's costs, we will not pay any compensation for such costs.

Maximum compensation

The insurance provides compensation for the legal representative's fees for a maximum of 100 hours of work. Excess is deducted from the compensation in accordance with the following.

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

Cases where two or more of the insured are on the same side in a dispute are counted as one dispute. Several disputes that are essentially based on the same incidents or circumstances are also counted as one dispute. Thus one dispute may exist even when the claims are not based on the same legal grounds.

If several disputes can be dealt with in the same trial in accordance with Chapter 14 of the Swedish Code of Judicial Procedure, these should be counted as one dispute.

When the insurance applies

For you 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.

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



Recovery

Where we pay compensation based on the insurance, we assume your rights against a counterparty or the State.

Excess

The excess is 20% of the cost, but not less than SEK 1,000

Geographical coverage

The claim should be based on an event or circumstance that has been shown to have been covered by the insurance, in accordance with Chapter 1 of Volvia's General conditions of insurance for privately-owned cars.

Appeals

In spite of all attempts, it may be the case that we cannot reach an agreement on the compensation for damages. For such cases it is important for you to be aware that you still have the possibility of pursuing your case further. First of all you should contact us for a new review.

You can also call Volvia's Customer Ombudsman on telephone number 031-345 67 50.

The Swedish Insurance Federation's committee for legal protection issues

You can contact this committee with regard to appeals against decisions referring to your legal protection insurance. Postal address: Box 24067, 104 50 Stockholm, telephone 08-522 787 20.

Court of law

You may also contact a general court which, as a last resort, will settle an insurance dispute. You can receive compensation for incurred costs through public legal aid and/or by utilising the legal protection in your insurance. Contact your nearest district court for further information on, for example, simplified judicial procedure.

The Swedish Consumers Insurance Bureau (Konsumenternas Försäkringsbyrå)

Finally you may contact the Swedish Consumers Insurance Bureau which will provide information in insurance cases.

Their address is:

Konsumenternas Försäkringsbyrå, Box 24215, 104 51 Stockholm,

Telephone 08-22 58 00.

www.konsumenternasforsakringsbyra.se

2.8 Material damage to own vehicle

What the insurance covers

Damage caused through:

- A road traffic accident
- Other external causes
- Wilful damage by third party

Incorrect refuelling

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

You must report wilful damage by a third party and any damage incurred while your car was parked to the police.

You must report wilful damage by a third party and any damage incurred while your car was parked to the police.

All damage resulting in the payment of compensation from your motor vehicle insurance affects the premiums as of the next policy renewal date. This does not apply to bonus class 9 with a minimum of 5 damage-free years or vehicle damages caused by a third party or other external accidents.

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, Volvia is entitled to, during the current insurance period, take out an additional premium equivalent to this premium impact.

What the insurance does not cover

- **Damage** covered by fire, theft or function 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.



Excesses

Please see your insurance policy.

Young driver excess

If someone other than yourself was driving the car and this person was under 24 years of age at the time the damage was incurred, the excess payable for material damage to your own car is increased by SEK 1,000.

Accidental damage insurance applies with an extra excess of SEK 5,000 if the car's wheels do not meet the statutory requirements.

2.9 Excesses

As one of Volvia's customers, you only pay one excess for each occasion of injury, even if you incur an injury which affects forms of insurance other than your car insurance in Volvia and even if you hold the other forms of insurance with a different company. You only pay the highest excess. Volvia pays any other excess. Exceptions include traffic, offence, young driver, legal protection and specific article insurance excess.

2.10 Storage insurance

What the insurance covers

Damage caused by:

- Fire.
- Theft.
- Damage to glass.
- Legal aid.
- Damage during transportation by other means.
- Damage caused by a third party.
- Damage caused through other external circumstances.

The insurance is only valid if the car has been removed from Transportstyrelsen, is stored in Sweden and is not being used.

Excesses

For fire, theft, glass and legal aid normal excesses apply. Please see your insurance policy.

For material damage (wilful damage and similar), the lowest excess applicable at the time applies.

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

Supplemental insurance

2.11 Trygghetspaket (Security package)

Includes Rental car, Excess elimination Animal collision, Excess reduction in the case of intentional damage, and Excess elimination Vehicle damage abroad.

2.11.1 Rental car

What the insurance covers

Damage in Sweden

- Compensation to the extent of 75% of the combined day and kilometre cost, not including fuel, if your car cannot be used due to damage that is compensatable as per the General Conditions.
- You receive compensation during the time it takes to repair the damaged car, up to a maximum of 60 days.

Damage outside Sweden

- Compensation to the extent of the combined day and kilometre cost, not including fuel, if your car cannot be used because of damage or faults that prevent a journey abroad from being continued and the car cannot be made roadworthy within 3 days. Or if the car is stolen and not recovered within one day of the theft being reported to the police.
- You receive compensation for a maximum of 45 days.
- In Sweden the insurance is only valid in connection with the outward journey and the homeward journey, for a maximum of 2 days in each direction. The homeward journey shall, if possible, be arranged so that your car can be collected after having been repaired.
- In the case of car rental in Sweden, compensation is 75% of the combined day and kilometre cost.



Common to damage in Sweden and outside Sweden

- Replacement with a standard model of a size equivalent to the insured car. You are entitled to a rental car on account of material damage even if you do not have vehicle damage insurance. You are entitled to a rental car on account of functional damage even if your car is too old or has been driven further than stipulated in order for the functional damage insurance to be applicable.
- You receive SEK 100 per day if you choose compensation for consequential loss instead of a rental car. (You can choose between compensation for consequential loss and rental car.) If the car is not repaired, compensation is payable for the period that can be considered reasonable in order to acquire an equivalent car, normally 14 days from the time of our proposed settlement.
- If an equivalently size car is not available, Volvia shall not be held responsible.

What the insurance does not cover

- Extra costs incurred as a result of not following our instructions.
- The period while you are waiting for repairs, if your car is roadworthy.
- Fuel.
- Reduction of excess.
- For that part for which compensation for loss of use/consequential loss is payable from third party insurance or accidental damage insurance.

Compensation is not payable for days lost on account of delay on your part.

Care and precautions

The car must be rented from a car rental agency specified by Volvia, or by SOS International when travelling abroad.

2.11.2 Excess waiver / collision with animal

What the insurance covers

- Compensation for excess payable on material damage insurance / manufacturer's warranty in cases of collision with animals.
- You also receive compensation for clothes damaged in connection with such a collision. Maximum compensation for excess and clothes is SEK 10,000.
- If you do not have material damage coverage or manufacturer's warranty covering material damage, you will be compensated for the cost of the damage by an amount equivalent to the lowest material damage excess.
- Damage incurred as a result of collision with animals does not affect premiums.

Care and precautions

In cases of collision with reindeer or tame animals, you must make a report to the owner of the animal, or to the police if the owner cannot be reached.

Collisions with elk, roe deer, deer, wild boar, bear, wolf, wolverine, wildcat, otter, eagle and mouflon must be reported to the police.

A document from the police or the animal's owner proving that you have made such a report must be sent to us together with your claim.

2.11.3 Reduction of excess in the case of intentional damage

What the insurance covers

Compensation amounting to that part of the basic excess of the vehicle damage insurance/guarantee exceeding SEK 1,000 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.

A police report is required for damage.

2.11.4 Elimination of excess, material damage abroad

What the insurance covers

Payment of ordinary excess in vehicle damage insurance/guarantee in the case of collision with a known foreign vehicle and if the damage is compensatable under the conditions of the vehicle damage insurance/guarantee.

What the insurance does not cover

Car that is more than 10 years old (calculated on the basis of the model year of the car).



2.11.5 Accidents in the car interior

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.

The insurance is not valid for

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

Excess

SEK 1,500

2.11.6 Key

The insurance applies for

Lost or damaged key/keycard which affects the key's function. Compensation is provided for a new key and necessary recoding/decoding by maximum SEK 6,000 before deduction for excess.

The insurance does not apply for

Damages covered by another section in Volvia's insurance terms and conditions.

Excess

SEK 1,800

2.12 Trygghetspaket Plus (Security package Plus)

Also contains, besides Security Package, a lower excess if there is a Personvagnsgaranti (PV guarantee).

2.12.1

The insurance covers

Only insured cars with the Volvo brand 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 including VAT by SEK 3,000. The amount is deducted from the excess stated in the vehicle service and guarantee book/booklet.

2.13 Excess waiver / collision with animal

What the insurance covers

- Compensation for excess payable on material damage insurance / manufacturer's warranty in cases of collision with animals.
- You also receive compensation for clothes damaged in connection with such a collision. Maximum compensation for excess and clothes is SEK 10,000.
- If you do not have material damage coverage or manufacturer's warranty covering material damage you will be compensated for the cost of the damage by an amount equivalent to the lowest material damage excess.
- Damage incurred as a result of collision with animals does not affect premiums.

Care and precautions

In cases of collision with reindeer or tame animals, you must notify the owner of the animal, or the police if the owner cannot be reached.

Collisions with elk, roe deer, deer, wild boar, bear, wolf, wolverine, wildcat, otter, eagle and mouflon must be reported to the police.

A document from the police or the animal's owner proving that you have made such a report must be sent to us together with your claim.



2.14 Volvia Care. Road accident insurance – Volvia in cooperation with If

Definitions

The insured car: The car that is covered by Volvia's traffic insurance.

The insured: The driver and passengers in the car when the accident occurred.

What does the insurance cover?

In the case of physical injury contracted as a result of use of the insured car, the insurance provides private specialist medical care, surgery and inpatient care, aftercare and necessary and reasonable travel and accommodation costs, both for the driver of the insured car and for accompanying passengers.

Who does the insurance cover?

The insurance is valid for the driver and all passengers up to the maximum number permitted for the model of car in question. "The insured" (below) means the driver and passengers travelling in the insured's car. A precondition for the validity of the insurance contract is that the insured party is resident in Sweden and is 16 years or older. Resident in Sweden here means that the insured party has his or her actual residence and is registered in the country.

Where does the insurance apply?

The insurance is valid in the case of road traffic accidents occurring within the countries covered by the so-called Green Card agreement. The insurance applies to healthcare within Sweden that is provided by If's Vårdplanering.

When is the insurance valid?

For each occasion of injury, care is provided for a maximum period of five years.

"Occasion of injury" in this agreement is deemed to be when the road accident occurred.

What does the insurance cover?

1. Specialist medical care

Medical care - examination, diagnosis and treatment - is carried out by doctors recommended by If Vårdplanering. Specialist treatment shall be preceded by an investigation by and referral from a general physician or company doctor.

2. Surgery and inpatient care

Surgery, care and treatment take place at one of the hospitals included in If Vårdplanering network or at another hospital more suited for the treatment in question. Hospital treatment shall be preceded by an investigation by a general physician or company doctor. Prior to the performance of any surgery or to inpatient care at another hospital more suited for the treatment in question, consent shall be sought 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 aftercare 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. Non-drug prescriptions

The insurance reimburses costs for auxiliary devices that a qualified doctor has prescribed and that can be deemed reasonable and necessary for the healing of the road traffic accident injury. Compensation is not given for auxiliary devices for permanent use.

6. Travel and accommodation

Necessary and reasonable travel and accommodation costs incurred by the insured in connection with treatment as per items 1-2 will be reimbursed. If the insured has to undergo major surgery, the insurance can cover reimbursement of travel and accommodation costs for close relatives. Approval from If Vårdplanering shall be sought prior to such travel being undertaken.

Exemptions

The insurance does not cover consequences of illness or other ailments, nor the consequences of another accident than the road traffic accident in which the insured car was involved. The insurance does not cover dental treatment. Nor does the insurance cover psychological injuries.



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.

Proceedings in the case of injury

In the case of a road traffic injury, the insured shall contact his/her doctor. If the doctor refers the insured to a specialist for examination or surgery, the insured shall contact Volvia within 14 days or as soon as possible. Volvia then arranges the contact with If Vårdplanering, who contact the insured in order to plan the care.

The insured shall ensure that If Vårdplanering receives all information and certificates that If Vårdplanering deems necessary in order to determine the entitlement to care and continued treatment.

The costs for certificates and examinations required by If Vårdplanering shall be met by If Vårdplanering. Claims for reimbursement shall be supported by original receipts. Diagnosis and primary treatment of acute road traffic injuries shall be performed in the home district or, if staying temporarily in another district, in that district.

Continued treatment during the acute period can be performed at a private hospital or other hospital that is more suited to the treatment in question.

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.

Additional information

If not satisfied with the insurance settlement, or in the case of dispute or complaint, contact:

- If Vårdplanering, 08-792 71 55 (Only applies to Volvia Care)
- The National Board for Consumer
- Complaints General Court



3 Restrictions, care and precautions, and other obligations

3.1 Limitations in the event of damages

The insurance does not cover damage incurred when

- The driver were racing in or practising for a competition or were driving on an enclosed track.
- The vehicle has been driven on tracks made for driving with motor vehicles, for example, Anderstorp, Gotland Ring, Mantorp, Nürburgring etc (excluding traffic insurance).

The insurance does not cover

- Damage caused by cold, rust, corrosion or moisture.
- Normal wear.
- Where the vehicle was used in operations involving the police or the military.

3.2 Care and precautions

- 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%.
- The car 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 clause, compensation will normally be reduced by 100%.
- The car may not be used if a driving ban has been imposed on it. In the case of non-compliance with this clause, compensation will normally be reduced by 100%.
- The car may not be used under conditions that would place abnormal strain on the car. In the case of non-compliance with this clause, compensation will normally be reduced by 100%.
- 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.
- The vehicle must be equipped in accordance with applicable regulations and laws. In the case of non-compliance with this clause, compensation will normally be reduced by 100%.
- The vehicle may not be used for commercial hire, for hire against payment, for transport against payment or as a delivery service vehicle.
- Before the vehicle is used on ice-covered water, the driver must ensure that the load-bearing capacity of the ice is sufficient.

3.3 The insurance does not cover damage incurred in the following special situations

1. *War damage*
The insurance does not cover damage incurred as a result of war, events similar to war, civil war, revolution or riot.
2. *Nuclear damage*
The insurance does not cover damage to property or liability for damages directly or indirectly incurred by any nuclear process.
3. *Force Majeure*
The insurance does not cover loss that may arise through any delay in damage investigation or payment of compensation caused by war, civil war, revolution or riot or as a result of action taken by an authority, strike, lock-out, blockade or similar event.
4. *Warranties etc*
The insurance does not cover damage for which a supplier or other party is legally responsible by reason of warranty, legislation or similar commitment. 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.
6. *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, prohibitions or restrictions under a UN resolution, trade sanctions or economic sanctions, laws or regulations issued by the EU, Great Britain, Northern Ireland or USA.



3.4 Factors affecting your premium

When you take out an insurance policy, you are under obligation to provide full and correct details about the following factors, which determine your premium:

- The distance you drive each year. Should you drive more or less than this distance, you must report this to us.
- The type of car you own.
- The age of the car.
- Whether the car is located overseas for more than half of the term of the agreement.
- The purpose for which the car is used, e.g. as courier car or taxi or transport against payment.
- The address at which you are registered.

If a change of this type entails an increased/reduced risk of damages, Volvia Försäkring is entitled to change the premium over the course of the current insurance period.

3.5 If damage is incurred

3.5.1

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

3.5.2

Report the damage as soon as possible to the nearest authorised Volvo garage or us.

Theft, burglary, wilful damage or damage incurred while parking or when parked must also be reported to the police. If the damage was incurred while the vehicle was being carried on some other means of transportation, you must also report the damage to the transport contractor.

You are obliged to provide as full and correct details as you can about what happened and about the property that was damaged. You must not withhold information that may be of importance in the settlement of claims. If, as a result of the damage, we wish to carry out an inspection/investigation, you are obliged to facilitate this.

3.6 Failure to observe stipulated precautions and fulfil other obligations

(See also the obligations with regard to stipulated precautions under the respective headings)

If you fail to observe stipulated precautions and fulfil your other obligations as stated in the general conditions of insurance, your compensation may be reduced. This may happen, for example, if you either intentionally or through gross negligence provide untruthful information, or withhold or conceal anything of importance to the assessment of a claim for compensation.

The amount of the reduction is assessed in accordance with what seems reasonable under the circumstances. We deduct 10% of the compensation in addition to any voluntary excess, with a minimum of SEK 1.000. The deduction may be reduced if there are extenuating circumstances, or raised in serious cases, even if this would mean that no compensation is paid. We take into account the degree or intent or negligence or the extent of insurance we would have agreed to if the real conditions and other circumstances had been known to us. The importance of any negligence for the damage and the extent of the damage is also taken into consideration.

3.7 Invalidation

If you have caused the damage intentionally, you will receive no compensation. This also applies if you have intentionally aggravated the consequences of the damage.

If you have caused or aggravated the consequences of the damage through gross negligence, we will pay compensation only under special circumstances. This also applies if you must be deemed to have acted or neglected to act in the knowledge that this involved a significant risk that the damage would be incurred or aggravated.

3.8 Persons of equal standing with the insured

An individual who, with the policyholder's consent supervises the insured property.



4 Validation and compensation

4.1 Compensation

We will pay compensation not exceeding the actual loss or damage sustained. In the event of damage/theft, we are entitled to decide upon the form of compensation.

We assume ownership of any item replaced.

We do our best to settle claims for compensation as quickly as possible. Should an investigation be prolonged, we may pay compensation in advance.

4.2 Documentation

In order for us to assess your claim fairly, you must provide any information and documents, e.g. doctor's certificates and receipts that we may request.

4.3 Repairs

Any repairs must be authorised by us before they are commenced and our instructions with regard to repairer, method of repair, materials, and manufacturer's spare parts must be followed. Should a used equivalent spare part be available, it must be used. We have the right to represent your interests in relation to the repairer.

4.4 Valuation

Settlement is calculated on the basis of the general market value of the property immediately prior to the occurrence of the damage.

Radios, telecommunications equipment and other electronic equipment are valued at replacement cost. For this type of equipment a deduction for age and wear of 10% is made for each full year since the equipment was new, up to a maximum of 50%. The deduction does not apply to factory-installed audio equipment in Volvo and Renault car models from the year 2000 or later. In the case of theft of wheels on passenger cars, deductions are generally made at 15% per year for the tyres and 10% per year after 5 years for rims. The maximum deduction for tyres is 60%, and 50% for rims.

4.5 Purchase of replacement equipment, etc.

We have the right to determine where replacement equipment etc. is to be purchased.

4.6 No compensation is paid for

- Improvements or changes to the car in connection with repair work
- Extra value for a vehicle not conforming to standard factory production. (Does not apply to cars that are adapted for disabled persons.)
- Paintwork that is not the same as the car had in standard factory production. Compensation is, however, paid for trademarks or a protected company symbol representing the company to which the car is registered.
- Depreciation as a result of the damage.
- Normal wear where the car has been used in connection with any kind of theft.
- Extra costs for repair work carried out on overtime or through the transportation of spare parts by other than normal means, unless authorised by us.
- Extra costs incurred by not requesting or adhering to our instructions with regard to where replacement equipment is to be purchased.
- Loss or other inconvenience caused by not being able to use the car, unless we have specifically agreed to this in the insurance policy.
- VAT where you or the owner/renter is accountable for the purposes of VAT.
- If SOS/Volvía does not succeed in providing a car of a corresponding size or if, due to local circumstances, a hire car cannot be provided, SOS/Volvía cannot be held responsible.
- Damage resulting from the fact that the vehicle deviates from the factory design.



4.7 Repair in urgent cases

If repairs are necessary for a journey to be able to continue, we can in urgent cases authorise such repairs by telephone. Contact us or SOS international when travelling abroad.

4.8 New vehicle replacement

If damage is incurred to a new, serial production car, we will replace it with a new car of the same type and year if the following conditions are met:

- The damage was incurred within one year from the first registration of the car
- You have owned the car without interruption since the first registration
- The car has been driven a maximum of 20,000 kilometres.
- Reasonable costs for repairs to the car and standard equipment included in the market value of the car are estimated to exceed 50% of this price at the time of occurrence of the damage. VAT and any other applicable taxes should be included in the calculation.

Equipment damaged at the same time is replaced with new equipment if included in the market value of the car. If there are special reasons for doing so, compensation may be paid in cash. In such cases we pay what it would cost to purchase a new car.

4.9 Recovery and collection

Where compensation is paid for damage, we will also pay for the vehicle to be towed to the nearest Volvo garage if necessary. Where damage is incurred abroad and we consider it necessary, we will pay for transportation to the nearest Volvo garage in Sweden. If a car that has been stolen is found in a district other than where it was stolen, we will pay you reasonable costs for recovering the car. If there are special reasons for doing so, we will arrange for the car to be recovered.

4.10 Disputed value

If you disagree with us regarding the value of the damage to the property, you can request that a claims assessor engaged by the Swedish Chamber of Trade (Svenska Handelskammaren) assess the value. The claims assessor must follow the rules for valuation contained in the terms of insurance. You will be given the opportunity to submit a report of your own and make comments. In his verdict, the claims assessors must state how he has calculated the value of the damage.

4.11 Double insurance

If you have insured the same car for the same type of damage with more than one insurance company, each of the companies is liable as if it alone had issued the policy. You are not, however, entitled to higher compensation from the companies than the total cost of the damage.



5 General conditions

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

5.1 Insurance period

The insurance is valid from and including the date stated in the insurance policy and is valid for 1 year or until the next main date of payment. If the policy is taken out on the same day it is to become valid, the insurance is valid from the time (of day) you take it out. Should it not be possible to show the time, the insurance is valid from the following day.

5.2 Recovery of costs

To the same extent as we have paid you compensation, we assume any rights you may have to claim compensation from elsewhere.

Volvia is entitled to reclaim VAT in connection with traffic damage compensation.

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 you have reported the damage to Volvia within the period stipulated in the first paragraph, you always have six months in which to lodge a claim once Volvia have reached a final decision on settlement of the claim.

5.4 Registration of damage

In order to reduce the insurance companies costs of compensation which are based on incorrect information, Volvia also uses the General Register of Insurance Claims (GSR), a joint register for the insurance sector. The register contains certain information on the damage and information on who requested compensation and is only used in connection with settlement of claims. This means that Volvia will find out whether you have previously reported any damage to another insurance company. GSR AB, Box 24171, 104 51 Stockholm is the controller of personal data for GSR. Volvia is entitled to register damage arising from this insurance in the same register.

5.5 Swedish Law

Swedish law applies to the insurance agreement.

5.6 Insurer

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

5.7 Personal data (GDPR)

We process the personal data of our customers in compliance with the data protection regulation and other applicable data protection and insurance legislation. We safeguard the privacy of our customers when processing their personal data. We only process the personal data of our customers when it is necessary to manage the insurance and fulfil our obligations, such as when taking out the insurance policy and for the settlement of claims. Personal data may also be used for marketing purposes through email or text messages etc.

We receive personal data directly from our customers, from people representing the customer, from the registers of the various authorities, and from credit reporting companies. We do not provide personal data to outsiders without prior consent or without the support of the law. We record telephone calls for quality and training purposes and to ensure the call was correctly executed.

More detailed information on the processing of personal data can be found at:
<https://www.volvia.se/hantering-av-personuppgifter>



5.8 If contrary to expectation, we fail to reach an agreement

In spite of all attempts, it may be the case that we cannot reach an agreement on the compensation level for damages. For such cases it is important for you to be aware that you still have the possibility of pursuing your case further. First of all you should contact us again for a new review. You can also call Volvia's Customer Ombudsman on telephone number 031 – 345 67 50 or send an e-mail to kundombudsmannen@volvia.se

The National Board for Consumer Disputes (Allmänna Reklamationsnämnden, ARN)

You can also contact ARN's specific department for insurance issues. ARN will review the case free of charge and will then provide a recommendation. We will comply with the recommendation. The address of the National Board for Consumer Disputes is:

Allmänna Reklamationsnämnden
Box 174, 101 23 Stockholm
Tel. 08-508 860 00.

Court of law

You may also contact a general court which, as a last resort, will settle an insurance dispute. You can receive compensation for incurred cost through public legal aid and/or by utilising the legal protection in your insurance.

The Swedish Consumers Insurance Bureau

Finally you may contact the Swedish Consumers Insurance Bureau which will provide information in insurance cases. Their address is:

Konsumenternas Försäkringsbyrå
Box 24215
104 51 Stockholm
Tel. 08-22 58 00

Trafikskadenämnden (TSN) [The Road Traffic Injuries Commission]

It is compulsory for Volvia 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).

Postal address: Box 24048, 104 50 Stockholm

Telephone no.: 08-522 787 00

Website: www.trafikskadenamnden.se

E-mail: info@trafikskadenamnden.se

5.9 Automatic vehicle damage insurance when the Personvagnsgaranti ceases

If the vehicle has a Personvagnsgaranti, we automatically supplement your insurance with vehicle damage insurance with an excess of SEK 3 000 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.