



GREENVAL INSURANCE
BNP PARIBAS GROUP

SALARY SACRIFICE VEHICLE INSURANCE

General terms and conditions no. PLSE2022 001 010

The General Insurance terms, the Insurance policy and any of the policy supplements together, form the Insurance agreement with Greenval Insurance DAC (the Insurance Company), administrated by Arval AB (the Insurance Company's Swedish ancillary Insurance Intermediary) and applicable to motor vehicles owned/managed by Arval AB.

This motor vehicle Insurance is governed by Swedish law.

Insurance Company

Greenval Insurance DAC
2nd Floor,
The Anchorage
17-19 Sir John Rogersons Quay
Dublin 2
D02 DT18

Greenval Insurance DAC - reg. no. 432783, authorized and under supervision by Central Bank of Ireland.

Ancillary Intermediary

Arval AB
Box 80, 182 11
Danderyd,
Sweden
Phone +45 70 26 50 60
Mail: insurance@arval.se

Arval AB is a registered Ancillary Insurance Intermediary of Greenval Insurance DAC



TABLE OF CONTENTS

CLAIMS HELPLINE: 2

SECTION 1 – GENERAL CONDITIONS (INCLUDING POLICY SUMMARY)..... 3

SECTION 2 – POLICY CONDITIONS..... 8

SECTION 3A – MOTOR THIRD PARTY LIABILITY 10

SECTION 3B – MOTOR THIRD PARTY LIABILITY – EXTENSIONS 12

SECTION 3C – MOTOR THIRD PARTY LIABILITY – EXCLUSIONS 12

SECTION 4A - DAMAGE TO THE VEHICLE (MOTOR OWN DAMAGE) 12

SECTION 4B – FIRE AND THEFT 15

SECTION 4C – EXTENSIONS TO 4A – 4B..... 16

SECTION 4D – EXCLUSIONS AND LIMITATIONS TO SECTIONS 4A-D..... 19

SECTION 5 – LEGAL PROTECTION 22

SECTION 6 – FOREIGN USE COVER 24

SECTION 7 – ADDITIONAL GENERAL CONDITIONS 25

SECTION 8 - DATA PROTECTION / PERSONAL DATA REGISTRATION..... 32

SECTION 8.1 - DATA SUBJECTS RIGHTS PRIVACY FORM..... 32

Claims helpline:

Arval - +46 (0)8 799 88 90

Call this 24-hour number if you need to report a claim



Section 1 – General Conditions (including Policy Summary)

1.1 The Insurer

The Insurer is Greenval Insurance DAC (also referred to as “Greenval” or “us” or “we” or “The Insurance Company”). Greenval is a private limited company registered in the Republic of Ireland, its registration number is 432783 and its registered office is at 2nd Floor, Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland. We are authorised and regulated by the Central Bank of Ireland, in Ireland registration number C45741 and by the Swedish Financial Supervisory Authority (Swe: Finansinspektionen) for conduct of business in Sweden.

1.2 The Policy Conditions consist of:

- The Policy Conditions detailed within this Policy:
 - Section 1 General Conditions
 - Section 2 Policy Definitions;
 - Section 3A Third Party Liability;
 - Section 3B Third Party Liability – Extensions;
 - Section 3C Third Party Liability – Exclusions;
 - Section 4A Damage to the Vehicle;
 - Section 4B Fire and Theft;
 - Section 4C Extensions to 4A and 4B;
 - Section 4D Exclusions and Limitations to 4A-C;
 - Section 5 Legal Protection
 - Section 6 Foreign Use Cover; and
 - Section 7 Additional General Conditions

1.3 Please read this Policy

It is important that the Policyholder reads the Policy to ensure that the Policyholder understands it and that it meets their requirements. Should the Policyholder have any queries regarding any of the Policy documents, please contact Arval at +46 (0)8 799 88 90.

1.4 The Policyholder, the Territory and the Period of Insurance

1.4a The Policyholder means any person to whom a Policy has been issued

1.4b The Territory is Sweden and any country which the Commission of the European Community approves as meeting the requirements of Article 8(1) of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability (number 2009/103/EC) excluding Iran, Kosovo, the northern part of Cyprus, Morocco, Tunisia and Nagorno-Karabakh.

1.4c The Commencement Date of the Policy (but subject to the conditions of this Policy) is the date indicated in your General Terms and Conditions for Salary Sacrifice, and the Insurance policy schedule

1.4d The Period of Insurance is the twelve month period from the Commencement Date, specified in the General Terms and Conditions for Salary Sacrifice.

1.5 Changes which may affect the Risk



The Policyholder must notify the Insurer at the earliest possible opportunity of any changes which may affect the risks to the Policyholder under this Policy. Failure to do so could result in the Insurer refusing Indemnity partially or fully under the Policy. The aforementioned shall not affect an injured party's claim to Motor Traffic Damage pursuant to Section 17 of the Swedish Motor Traffic Damage Act.

The changes include but are not limited to:

- There is a change in the Policyholder's leasing and/or management contract with Arval, including if this leasing and/or management contract expires or terminates for any reason; or
- A Vehicle is modified or changed in a way from the manufacturer's original specification and/or in a way contrary to the provisions of Section 2.24 below.
- There is a change in the purpose for which a Vehicle is used; or
- There is a change in estimated annual mileage provided by the Policyholder for the Vehicles; or
- If any Vehicle will be driven or based outside of Sweden;

This list is not exhaustive and if the Policyholder is unsure about whether to notify something, please contact the insurer.

The policyholder must inform the Insurance company without delay of any changes that may occur during the insurance period in the circumstances reported at the time the insurance contract was concluded or in the state of affairs recorded in the contract which materially increase the risk and which the insurance company cannot be considered to have taken into account at the time the contract was concluded. The policyholder must report such changes to the insurance company without delay. The insurance company shall remind the policyholder of this obligation every time this policy is renewed.

1.6 **The Insurance Premium**

1.6a The Premium is calculated as a 12 month charge and is the amount determined by the Insurer based on material facts, such as the Vehicle covered and the types and level of cover purchased by the Policyholder. The Premium is payable by the Policyholder in monthly instalments. The first Premium is payable within 14 days of the date of the invoice. Subsequent Premiums are payable monthly, on the first day of each monthly pay period. All premiums indicated will include taxes and charges

1.6b The Premium, Tax and any applicable levy will be collected on Insurers behalf by Arval Sweden. The monthly instalment will be considered paid by the Policyholder upon receipt of same by Arval Sweden.

1.6c Where the Policyholder does not pay an Instalment on the due date, the Insurer shall be entitled to give the Policyholder fourteen (14) days notice, stating that the Policy will lapse if the Instalment is not paid within that period or within such period as provided in the Swedish Motor Traffic Damage Act and/or the Swedish Insurance Contracts Act. Upon lapse of the Policy the Certificate/ any Greencard issued become null and void.

1.6d The Premium may be modified as provided in Section 7.15 below in which case the Policyholder undertakes to pay the modified Premium as provided in that Section.

1.7 **Compliance with the Policy and the Law**



The Policyholder undertakes to comply with all the provisions during the Period of Insurance, including conditions of the Policy and all laws and regulatory requirements applying to the Policyholder. The Policyholder also undertakes not to do any act or thing which would cause the Insurer to be in breach of the terms of the Insurer's authorisation, any applicable law or any regulatory requirements.

1.8 Warranties and Undertaking by the Policyholder

The Policyholder is reminded of his obligations, including the obligation to disclose all material facts.

The Policyholder:

- (i) Warrants that all information provided by the Policyholder or contained in the Policy is true accurate and complete and reflects Policyholder's requirements and
- (ii) Undertakes to notify the Insurer immediately of any changes that it reasonably becomes aware of which affect the risks insured by this Policy.

1.8 Motor Third Party Liability

The Insurer will indemnify the Insured as provided in Section 3A of the Policy, and for any of the Extensions as set out in Section 3B where so provided in the General Terms and Conditions for Salary Sacrifice, subject to the Policyholder complying with the terms of the Policy and subject to the Policy's limitations, conditions and exclusions as follows:

1.8a Damage to the Vehicle

The Insurer will provide cover for damage to the Vehicle as set out in Section 4A, where so provided in the General Terms and Conditions for Salary Sacrifice, subject to the Policyholder complying with the terms of the Policy and subject to the Policy limitations, conditions and exclusions.

1.8b Fire and Theft

The Insurer will provide cover for fire and theft as set out in Section 4B, where so provided in the General Terms and Conditions for Salary Sacrifice, subject to the Policy limitations, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.

1.8c Legal Protection

The insurer will provide cover for legal protection as set out in Section 5, where so provided in the General Terms and Conditions for Salary Sacrifice, subject to the Policy limitation, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.

1.8d Extensions to Cover

The Insurer will provide the extensions to the cover in Sections 3 – 5 where so provided in the General Terms and Conditions for Salary Sacrifice subject to the Policy limitations, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.

1.8e Foreign Use

The Insurer will provide the foreign use cover set out in Section 6 where so provided in the General Terms and Conditions for Salary Sacrifice, and any Endorsement to the Policy and subject to the Policyholder complying with the terms of the Policy and subject to the Policy's limitations, conditions and exclusions.

1.9 Drivers



It shall be a condition of this Policy that each Driver has the documentation required by law, to drive the insured vehicle and where a driver is not the Policyholder, such driver has permission from the Policyholder to drive the vehicle, and has not been advised to stop driving by any licensing authority or medical practitioner due to a medical condition.

1.10 **Policyholder Excess/deductible**

Where applicable, the Policyholder shall contribute to the cost of claims in the form of a policy deductible, as noted in the policy schedule.

1.11 **Complaints**

An enquiry or complaint about the terms of this Policy may be made to the Insurer via Arval Sweden, or directly by email to the Insurer at info@greenval-insurance.ie. Our Complaints policy is set out at Paragraph 7.12 of this Policy.

1.12 **Data Protection Acts**

1.12a For the purposes of the GDPR, the data controller/data processor in relation to the personal data provided by the Policyholder is Greenval Insurance Company DAC having its registered office at 2nd Floor, Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland.

1.12b The Policyholder may use these contact details or email us at info@greenval-insurance.ie if the Policyholder has any questions about this section of this Policy or the use of personal data.

1.12c The Insurer shall be required to use, collect, store and process personal data. The provisions of Clause 7.16 of this Policy shall apply.

1.12d Greenval Insurance DAC process personal information in accordance with the information provided in "Processing of data", which can be found on our website <https://www.greenval-insurance.com/greenval-data-protection-notice>. You can request that this information be sent to you by contacting your Insurance intermediary.

1.13 **The Swedish Road Traffic Registry (Swe: vägtrafikregistret)**

1.13a Necessary information in relation to the Policy and other Information as required by law will be provided by the Insurer to the Swedish Transport Agency (Swe: Transportstyrelsen).

1.13b The Swedish Transport Agency may be consulted by:

1.13c The Police for the purposes of establishing whether a driver's use of the Vehicle is likely to be covered by a motor insurance policy and for the prevention and detecting of crime;

1.13d Other Swedish insurers or the Swedish Motor Insurance Association (Swe: Trafikförsäkringsföreningen) to ascertain relevant policy information if the Vehicle has been involved in an accident in Sweden or abroad.

1.14 **Vehicles**



The Policy covers any Vehicles as outlined in 2.24 below subject to the terms, limitations, conditions and exclusions of the Policy.

1.15 Proper law

This Policy is governed by Swedish Law. The most important regulations can be found in the Insurance Contracts Act (2005:104) and the Motor Traffic Damage Act (1975:1410). Disputes in respect to this insurance contract must be dealt with by a Swedish Court.

1.16 Policy Term and Termination

This Policy will remain in force for the Term detailed at Sections 1.4c and 1.4d of this Policy and subject to the rights of termination detailed in 1.6c, and Section 7.7 & 7.8 of this Policy.

1.17 Conflict

In the event of any conflict between the General Terms and Conditions for Salary Sacrifice, and the Policy Conditions, then the provisions of the Policy Conditions shall apply to the extent of any conflict and take precedence, unless mandatory law will supersede either document.

1.18 This insurance does not cover:

1.18a liability for fines, penalties, punitive or exemplary damages.

1.18b For any claim which falls under the following exceptions, any accident, injury loss or damage arising out of the Policyholder's Vehicle being used for:

- 1.18c racing;
- 1.18d pace making;
- 1.18e reliability trials;
- 1.18f speed testing; or
- 1.18g use in connection with motor rallies or trials.

1.19 Any loss damage or liability whilst the Vehicle is being driven or used for carriage of explosive chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature.

1.20 Any loss damage or liability whilst the Policyholder's Vehicle is being driven or used for the transportation of a load in excess of that for which the Vehicle was constructed or in excess of the maximum carrying capacity of the Policyholder's Vehicle or while any load is being transported in an unsafe condition.

1.22 The Insurer will not insure the Policyholder for any loss, claim or liability whatsoever arising from:

- 1.22a Ionizing radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- 1.22b The radioactive toxic, explosive or other hazardous contaminating properties of any nuclear installation, nuclear reactor or other explosive assembly or nuclear component thereof; or
- 1.22c Any weapon or device employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter; or



- 1.22d The radioactive, toxic explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion i) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial agricultural, medical scientific or other peaceful purposes.

Section 2 – Policy Definitions

In this Policy, words defined below will have the same meaning whenever they are used in the Policy and any Endorsement to the Policy.

- 2.1 **Accessories** means all accessories to or in the Vehicle forming an integral part of the Vehicle including radios, other entertainment and communications equipment connected to a power source within the Vehicle and permanently fitted satellite navigation equipment connected to a power source within the Vehicle and permanently fitted satellite navigation equipment as supplied as standard equipment by the Vehicle manufacturer.
- 2.2 **Affiliate** means any company owned or controlled directly or indirectly by BNP Paribas SA.
- 2.3 **Arval Sweden** means Arval AB, org. no 559026-7992, vehicle leasing and fleet management company and having its registered office at Box 80, 182 11 Danderyd, Sweden.
- 2.4 **Certificate or Certificate of Motor Insurance** is the certificate of motor insurance document if required by the relevant Swedish Motor Traffic Damage Act and the Insurance Contracts Act in the Territory to certify the existence of the minimum compulsory insurance and which is denoted by the current Certificate of Motor Insurance issued by the Insurer and which outlines the Policyholder registration number.
- 2.5 **Driver:** means any driver, including the Policyholder, who has permission from the Policyholder to drive the Vehicle and who in each case qualifies as a Driver pursuant to Section 1.10 above.
- 2.6 **Endorsement** means a document termed as such, which adds to or modifies the cover provided by the Policy and as is agreed between the Insurer and the Policyholder.
- 2.7 **Greencard** is an international insurance certificate.
- 2.8 **Instalment** means an instalment of the Premium.
- 2.9 **Insurer** means Greenval Insurance DAC, company reg. no 432783.
- 2.10 **Insured** means each of those in respect of whom indemnity is provided by the Insurer under Sections 3 to and including 5 of this Policy and subject to the provisions of this Policy.
- 2.11 **General Terms and Conditions for Salary Sacrifice**, means the lease agreement entered into between Arval AB and the policyholder.



- 2.12 **Nuclear Installation** means any installation of such class or description as may be prescribed by regulations from time to time by statutory instrument being an installation adapted for:
- 2.12a The production of atomic energy; and/or
 - 2.12b The carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing of emission or ionising radiation;
 - 2.12c The storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, which has been produced or irradiated or use of nuclear fuel.
- 2.13 **Paragraph** means a paragraph in a section of this Policy.
- 2.14 **Passenger** means any person other than the Driver travelling in or getting in to or out of the Vehicle or any trailer or disabled mechanically propelled Vehicle attached to the Vehicle.
- 2.15 **Personal Data** means personal data as defined in Article 4 (1) of the GDPR
- 2.16 **Policy** is as defined in Section 1.2.
- 2.17 **Policyholder** means any person to whom a policy has been issued.
- 2.18 **Price Base Amount** (Swe: Prisbasbelopp (PBB)) means the price base amount set by the Government annually and which was applicable for January of the year the damage occurred.
- 2.19 **Private Vehicle** means any private passenger vehicle with up to and including eight passenger seats.
- 2.20 **Premium** means the Premium as determined in accordance with Section 1.6, including any applicable tax.
- 2.21 **Third Party** means any third party other than the Policyholder or the Insurer.
- 2.22 **Terrorism** means the use of threat of action where:
- 2.22a The use or threat is intended to influence any government and or to put the public or any section of the public in fear; and /or
 - 2.22b The use or threat of any person or persons whether acting alone or in connection with any Organisation or government; and/ or
 - 2.22c The use or threat is committed for political, religious ideological or similar purposes;
 - 2.22d Involve the use of force or violence against a person or persons;



- 2.23e Involve damages to property; and/or
 - 2.22f Endanger a person's life other than that of the person committing the action; and/or
 - 2.22g Create a risk to the health and safety of the public or a section of the public; and/or
 - 2.22h Are designed to interfere with or to disrupt an electronic system; and/or
 - 2.22i Are acts so designated by the Swedish Government or any government within the Territory.
- 2.23 **Trailer** means any trailer attached to a Vehicle which is primarily constructed to be towed by a Vehicle. The trailer does not include a disabled mechanically propelled vehicle.
- 2.24 **Vehicle** means any vehicle being a Private Vehicle (and excluding the types of vehicles listed below, unless an exception has been expressly granted in writing by the insurer) and which is registered in Sweden, and is:

a) leased by the Policyholder

and

- i. for which the Policyholder has entered into an agreement with Arval for the provision of Salary Sacrifice services; and
- ii. which is listed in the General Terms and Conditions for Salary Sacrifice, and which has been accepted by Greenval in writing.

The following types of vehicles are excluded (unless an exception has been expressly granted in writing by the insurer): -

- o Cherry Pickers;
- o Gross Vehicle Weight >3,5T;
- o Ice Cream Vans;
- o Kit Cars;
- o Right Hand Drive;
- o Minibus / Coach > 8 passenger seats;
- o Motorcycles;
- o Skip Wagons;
- o Value over €100,000;
- o Vehicles designed or adapted for military/enforcement use;
- o Vehicles not designed to run on "terra firma";
- o Vehicles on rails or air cushions; and
- o Forklifts.

2.25 **GDPR** means the General Data Protection Regulation (2016/679).

Section 3A – Motor Third Party Liability



The Insurer indemnifies the Policyholder and the Drivers of the Vehicles of their liability in accordance with the provisions of this Section 3A, subject to the limitations, conditions and exclusions set out in Section 3C of the Policy, and subject to the Policyholder complying with the terms of the Policy (the “Motor **Third Party Liability**”).

3A.1 Motor Third Party Liability

This insurance covers compensation for personal injury and property damage caused as a result of the Vehicle being in traffic, pursuant to the Swedish Motor Traffic Damage Act. This includes:

3A.1a Compensation relating to death of or bodily injury to any person including the Driver; and/or

3A.1b Compensation relating to damage to Third Party property; and/or

3A.1c for damage to personal property only when in connection with personal injury excluding Money, jewelry, valuable documents and property transported in connection with the policyholders business.

3A.2 Limit of Liability

The liability of the Insurer shall be limited to SEK 300,000,000 pursuant to the Motor Traffic Damage Act.

3A.3 Trailer

Where cover applies under Paragraph 3A.1, the Policy will also apply to any Trailer whilst attached to the Vehicle.

3A.4 Excess (Deductible)

The Insurer has the right to recover amounts from the party at fault in accordance with the regulations of the Motor Traffic Damage Act (1975:1410). Please refer to your policy schedule where you will find the deductibles that apply to this policy.

3A.5 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity under this Section 3A the Insurer will in respect of the liability so incurred indemnify such person's legal personal representatives in the terms of this section but subject to the terms of the Policy.

3A.6 Counselling

The Insurer will provide a contribution for Counselling subject to the Policy limitation, conditions and exclusions and subject to the Policyholder complying with the terms of the Policy.

The insurer will provide a contribution to the Policyholder, the Driver of the vehicle, husband/wife of the above following an insured event for the cost of treatment for counselling (psychological consultation). The period for which treatment is paid is limited to 12 months after the date of the insured event, the number of counselling sessions is limited to 10 and the maximum payment in respect of all insured parties is limited to SEK 2,000 per counselling session. The consular/psychologist must have the necessary qualifications to perform such counselling and must be approved by the insurer prior to treatment commencing.

The insurance does not cover the cost of treatment:



- which occurred in connection with the Insured having carried out or contributed to a deliberate act which is punishable in accordance with Swedish Law;
- which occurred when, without reasonable grounds, the Insured made himself vulnerable to the risk of being injured;
- for the Driver or Passengers in the event of theft or attempted theft

Section 3B – Motor Third Party Liability – Extensions

The following extensions to the Motor Third Party Liability cover in **Section 3A** may apply where specifically stated to be covered by the General Terms and Conditions for Salary Sacrifice.

3B.1 Towing Disabled Vehicles

The Insurer will indemnify the Policyholder where cover is provided under Section 3A, whilst the Vehicle is being used for the purpose of towing one mechanically disabled vehicle provided: (i) the towed mechanically disabled vehicle is not towed for reward; and (ii) such towing is not unlawful.

3B.2 Cross Liability in this Policy

If the Policy is issued in the name of more than one party, the cover provided by Section 3A shall apply as if separate Policies had been issued to each of the parties jointly named as the Policyholder but the total liability of the Policyholder for all claims shall not exceed the Limit of Indemnity stated in Section 3A.2 above.

Section 3C – Motor Third Party Liability – Exclusions

- 3C.1 The Insurer shall not be liable other than in the context of statutory limits for Motor Third Party Liability under laws of Sweden and subject to the Motor Traffic Damage Act: (1975:1410).

Section 4A - Damage to the Vehicle

The following extension to the Motor Third Party Liability cover in Section 3A may apply where specifically stated to be covered by the General Terms and Conditions for Salary Sacrifice.

- 4A.1 This Section 4A provides the Policyholder with the following loss or damage cover in respect of the Vehicle:

- If the Vehicle and its Accessories is/are lost, or damaged by accidental damage or malicious damage (excluding malicious damage by the Policyholder) or damage caused by vandalism;

For Vehicles with valid vehicle damage guarantees, compensation will be paid only for when that vehicle reaches a life span of three years. Damage to vehicles below three years old, will be covered by the vehicle manufacturer's guarantee.

4A.2 Animal Collision



Insurers will pay for damages caused to your vehicle by a collision with an animal. Please refer to the policy schedule for the deductible that applies to this section.

4A.3 The Policyholder agrees that the Insurer at its discretion may:

- repair the damage themselves; or
- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than replacing it with but subject to Section 4D below; or
- pay to the Policyholder an amount equal to the loss or damage.

4A.4 The Insurer will not pay more than the book value of the Vehicle at the time of the loss.

4A.5 If the damage covered under this Section is repaired by an Insurer approved repairer and so notified by the Insurer to the Policyholder, the Policyholder (or Driver) does not need to obtain any estimates and repairs will begin immediately after authorisation by the Insurer.

4A.6 However, if the Policyholder (or Driver) chooses its own repairer to carry out the repairs, the Policyholder (or Driver) must send the Insurer at least two detailed repair estimates as soon as reasonably possible. The Insurer will only be liable to pay those repair costs, if the Insurer has agreed that the repair costs according to the submitted estimates are reasonable and if the Insurer has issued an authorisation to the repairer. The Insurer will have the right to inspect the repair.

4A.7 The Insurer reserves the right to request additional estimates; the Insurer may not pay more than the repair cost the approved repairer would have charged for the equivalent repair.

4A.8 The Insurer is subrogated into the rights over the Vehicle up to and limited to the amount paid under this Section; in the case of total loss, the Insurer will be entitled up to and limited to the amount paid under this Section, and to the proceeds of the sale the Vehicle wreckage.

4A.9 **Wrong refuel**

This policy covers the necessary cost involved for tank cleaning, containers, pipes and filter replacement caused by accidentally and incorrectly applying the wrong fuel to a vehicle compared to manufacturer's instructions.

Compensation is provided with a maximum of SEK 50,000. Please refer to the policy schedule for the deductible that applies to this section.

4A.10 **Machinery Cover (Mechanical Breakdown)**

This Policy covers Mechanical Failure of the vehicle, which is unforeseen loss or damage that affects the functioning of the vehicle.

The policy covers passenger cars that are not more than five years old calculated from first registration, or have not been driven more than 150,000 km. Please refer to the policy schedule for the deductible that applies to this section.

The policy covers:

- Engine, including guidance and control components/software and engine battery for hybrid and electric car
- Manifold and emission control system but not silencer and exhaust pipes
- Turbo/supercharger with control system



- Exhaust system, but not silencer and exhaust pipe
- Ignition system, but not spark plugs
- 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
- Starting motor
- Generator and consequential damages which affect the manufacturer's standard electrical functions
- Fuel system, but not pipes, filter and fuel tank
- Transmission system, but not worn clutch disc or damages resulting there from
- Brake servo, guidance and control system for anti-lock brakes and anti-skid system, but not main and

Wheel Cylinders

- Steering system
- Airbag including control system (even if it may not affect the functioning of the vehicle) and seat belt pretensioner
- Intercooler (turbocharger)
- System for active control and parking aid
- Comfort controls (e.g. control unit to the seat, window and central locking) and engines to these
- Combination instrument (e.g. speedometer)
- Wiper motor and controls (no leaks) for windscreen and rear window and rain sensors
- Parking brake system and electronics
- Factory mounted lights and control system including sensors
- Electric heating in windscreen, windows and door-mirrors
- Air suspension and pump bellows
- Factory installed electronic systems for collision warning, security, communications, information, data,
- navigation and multimedia

Additional components for vehicles with hybrid or electric drive:

- Battery for driving the vehicle but not low-voltage battery
- Factory mounted battery charger in vehicle (On Board Charger)
- Energy recovery system
- High-voltage monitoring system
- High-voltage cable including vehicle connector but not charging cable or external charging module
- Voltage converter
- Inverters
- Cooling system for high voltage battery including sensors

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.

The policy does not apply to loss or damage

- which is external damage including fire damage
- caused by frost shattering, wetness or corrosion



- which occurred during a competition using the vehicle or training for such competition, or high-speed driving in competition-like circumstances (e.g., 'street racing' or driving on racing circuits) unless by a prior agreement with us.
- in components/software which differ from the corresponding parts in vehicles imported by the manufacturer's Swedish general agent
- if the owner cannot confirm to our satisfaction that the age and the mileage of the vehicle fall within the limits set forth above
- for which the manufacturer or other party is legally responsible, or for which compensation can be paid under a warranty or similar undertakings caused by animals
- costs of dismantling and re-assembly when after examination the damage is not covered under Mechanical Failure insurance.
- If you use components/software which differ from the vehicle's standard series performance, for example by adaptations with components which are not approved by the manufacturer or the manufacturer's Swedish general agent, compensation may be reduced. Deduction will be established on reasonable grounds, taking into account the connection between the breach of regulation and the event, the intent or negligence shown, and other relevant circumstances.
- Service, repairs and fitting must be carried out professionally. Manufacturer's instructions regarding fuel and lubricants, service, care and maintenance of the vehicle must be followed
- A vehicle subject to a driving prohibition may not be used. At the time of damage, compensation will be reduced by 100 percent. If you can show that the damage occurred independent of what caused the driving prohibition, compensation can be provided in so far that the damage would have occurred anyway
- A vehicle less than three years old where damage is covered by the vehicle manufacturers warranty

Section 4B – Fire and Theft

The following extension to the Third Party Liability cover in Section 3A may apply where specifically stated to be covered by the General Terms and Conditions for Salary Sacrifice. Please refer to your schedule for the policy deductible to be paid under this section.

4B.1 This Section 4B provides the Policyholder with the following cover for Fire and Theft, if the Vehicle and its Accessories (permanently attached to the vehicle at the time of manufacture) is/are lost or damaged caused by:

4B.1a a fire, self-ignition, lightening or explosion but excluding damage to that part where the fire Originates; or

4B.1b theft or attempted theft,

The Policyholder agrees that the Insurer at its option may:

- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than replacing it with but subject to Section 4D below; or
- pay the Policyholder an amount equal to the loss or damage.



- 4B.2 The Insurer will not pay more than the book value of the Vehicle at the time of the loss. For private vehicles, if the damage occurred within the first year from the date of registration and if the vehicle has driven no more than 20,000 Km and the projected cost of repairs is projected to exceed 50% of the “on the road price” including equipment, the insurer will indemnify the insured for a new vehicle of the equivalent make, type and year. If the same or equivalent vehicle replacement is not available, the insurer can indemnify the insured the cost of same. Subject to the application of any excess.
- 4B.3 If the damage covered under this Section 4B is repaired by a repairer approved by the Insurer, the Policyholder (or Driver) does not need to obtain any estimates and repairs will begin immediately after authorisation by the Insurer.
- 4B.4 However, if the Policyholder (or Driver) chooses its own repairer to carry out the repairs, the Policyholder (or Driver) must send the Insurer at least two detailed repair estimates as soon as reasonably possible. The Insurer will only be liable to pay those repair costs, if the Insurer has agreed that the repair costs according to the submitted estimates are reasonable and if the Insurer has issued an authorisation to the repairer. The Insurer will have the right to inspect the repair.
- 4B.5 The Insurer reserves the right to request additional estimates; the Insurer may not pay more than the repair cost the approved repairer would have charged for the equivalent repair.
- 4B.6 The Insurer is subrogated into the rights over the Vehicle up to and limited to the amount paid under this Section; in the case of total loss, the Insurer will be entitled up to and limited to the amount paid under this Section to the proceeds of the sale of the wreck of the Vehicle or of the recovered Vehicle.
- 4B.7 The insurer will require an original receipt or an original guarantee certificate. The production number should be stated and the property labelled with a personal ID number or company registration number.

Section 4C – Extensions to 4A – 4B

4C Extensions to Loss or Damage Cover

The following extension to the cover set out in Sections 4A and 4B may apply where specifically stated to be covered by the General Terms and Conditions for Salary Sacrifice.

4C.1 Theft or loss of Keys

In the event of the Vehicle’s keys or security immobilisation key transmitter being stolen and provided that the loss has been reported to the police, the Insurer will pay up to SEK 3,000 for any incident to a maximum of one claim per year per vehicle, towards the costs of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface and immobilisation system.

Please refer to your policy schedule for the excess/deductible that applies to this section.

4C.2 Windscreen and Glass Damage



If during the Period of Insurance in respect of the Vehicle, the windscreen, the side or rear windows or sunroof of the car is accidentally damaged, the Insurer will pay the lesser of the cost of repairing or replacing it, subject to a policy excess paid by the policyholder. The Insurer will also pay for any repair to the bodywork of the Vehicle that has been damaged by broken glass from the windscreen or side or rear windows. The excess's outlined below will apply in the event of a claim:

- Please refer to the policy schedule for the deductible that applies to this section..

4C.3 **Roadside Assistance**

The territorial cover of the Roadside Assistance insurance is specified in clause 1.4 above. The Roadside assistance insurance period shall correspond to the period of the own damage cover. The Roadside Assistance insurance shall cover the risks below. Please refer to the policy schedule for the deductible that applies to this section:

4C.3a The Breakdown of the Insured Motor Vehicle which requires further journey, or reaching the nearest repair facility in which such breakdown can be repaired, if possible

4C.3b Immobilization of the vehicle as a result of damage referred to in section 4A & 4C of these Conditions, rendering the Insured Motor Vehicle non-drivable, where driving to the nearest repair facility in which such breakdown could be repaired entails a certain risk;

4C.3c Immobilization of the vehicle as a result of the driver's errors whereby the battery goes flat, the keys are damaged, lost or locked inside the Insured Motor Vehicle, the vehicle runs out of fuel or inappropriate fuel is used.

4C.3d Roadside assistance service cover includes;

Towing to the nearest Arval approved repair facility. If no such repair facility is available - towing to an authorised repair facility of a given make is provided. For assistance that is required outside of Sweden, compensation will be paid to an authorised repair facility of a given make or to the nearest Arval approved repair facility.

4C.3e **Roadside Assistance Cover shall also include compensation for:**

Transporting the user back to his place of residence (by railway, taxi, airplane — economy class); or
Continuation of journey to users destination (by railway, taxi, airplane — economy class), or

Emergency accommodation in a hotel (hotel category ***) for a maximum period of 3 nights,

A replacement car (of equivalent class, if available) for a maximum period of 3 days, if the repair cannot be completed on the same business day, including the costs of delivering such a car to the place indicated by the User and the costs of collecting the replacement car from the repair facility, and in the case of a total loss — the costs of collecting the replacement car from the client's place of residence.



- 4C.3f the maximum sum that Insurers will reimburse the policyholder under Roadside Assistance is SEK 20,000 per claim. All limits and exclusions to cover are noted directly below in section 4C.4 below.

4C.4 Roadside Assistance cover Exclusions & Limitations to cover

- 4C.4a All Roadside assistance costs must be agreed by the Insurer.
The means of transport shall be selected by the assigned Roadside assistance Operator, agreed by the Insurer
- 4C.4b using a taxi as the means of transport shall be permissible solely within a city zone, unless no alternative means of transport reaches a place located outside of the city zone
- 4C.4d using publicly available transport services shall be permissible where the Policyholder's registered office or the Authorised Driver's place of residence is located outside the town or city in which the event covered by the Assistance insurance occurred
- 4C.4e using an airplane shall be permissible only where the event covered by this Assistance insurance program occurs outside the territory of Sweden, at least 1,000 km away from the Policyholder's registered address
- 4C.4f the costs of collecting and delivering the repaired Insured Motor Vehicle and the costs of collecting the replacement car shall be covered by the Insurer if the repair facility is located at least 100 km away from the user's place of residence
- 4C.4g The Roadside assistance Operator shall be fully liable in addition to the Insurer for the services provided as part of the Assistance insurance
- 4C.4h All Roadside assistance costs must be agreed by the insurer⁷. The Insurer reserves the right to verify the submitted invoices, including as regards the towing distance and the choice of means of transport
- 4C.4i the replacement vehicle provided may not be of higher class than the Insured Motor Vehicle, and for passenger vehicles cannot exceed an engine capacity of 2000 cc
- 4C.4j the Insurer shall not cover own-damage insurance costs of the replacement car, nor shall it cover the maintenance costs (fluids, petrol, lubricants, etc.).

4C.5 Relief vehicle

If the vehicle cannot be used due to an insured claim such as fire-, theft. Glass-, mechanical- or body/hull damage, a rental car service or compensation for interruption will be provided. Such compensation will also be paid in the event of damage that is covered by the mechanical- or body/hull damage warranty of the car.

For damage which occurs in Sweden, compensation will be paid for reasonable repair time.

For damage which occurs outside of Sweden, or in Sweden on a journey between your place of residence and another country, compensation will be paid if the vehicle cannot be repaired within three working days. The same applies if the vehicle is stolen and not recovered within 24 hours of the theft being reported to the local police.



In cases of theft compensation will be paid for the period in which the vehicle is missing. If the vehicle is not recovered, compensation will be paid for a period reasonable for acquiring another vehicle of equal value.

The maximum compensation period is 45 days subject to prior agreement by Insurers. If the vehicle is not covered by mechanical- or body/hull damage insurance or warranty, the maximum compensation period is 7 days. For vehicle rental, we pay 75% of the total rental cost and the policyholder must pay the remaining 25%. Extra costs such as the policy deductible, fuel, congestion tax, ferry tickets and similar in respect of the rental car must be paid for by the policyholder. If the vehicle is not to be repaired but redeemed, compensation will be submitted for a maximum of 14 days after the notice of redemption.

Compensation will only be paid for a vehicle with standard equipment of the same size as your current leased vehicle. We reserve the right to nominate the rental company. Compensation is conditional on that you have rented the vehicle at a rental company assigned by us. If the vehicle has been in repairs for 10 days, Insurers must be notified in advance of agreeing a further extension with the rental provider.

If you need to rent a vehicle outside of Sweden under Section 6, the return journey to your place of residence must be planned in such a way that your own car can be picked up after being repaired.

If you are also in receipt of loss-of-use compensation due to third party liability, the rental vehicle/interruption compensation will only be paid if the cost to rent the vehicle is higher than the compensation received. In such cases, the difference between the amount received and the outstanding payment owed will be paid out.

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

Section 4D – Exclusions and Limitations to Sections 4A-D

4D.1 Exclusions and Limitations

The cover provided by Sections 4A to 4C does not cover the following events or circumstances:

- a. Damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the Vehicle; or
- b. Any losses sustained by reason of the Vehicle or any Accessories being lost or damaged due to fraud or false representation; or
- c. Any diminution in value of the Vehicle following repair thereof; or
- d. Loss of or damage to the Vehicle arising from it being impounded by any Police Authority or any other person acting in accordance with direct instructions of any Police Authority
- e. Loss of use of the Vehicle including where possession is obtained by misrepresentation or deception or any other loss or damage other than expressly and specifically insured under sections 4A to 4D; or
- f. Loss of petrol or diesel fuel by any means; or
- g. Wear and tear or depreciation in the value of the Vehicle or that part of the costs of repair which improves the Vehicle beyond its condition at the time of the loss or damage; or
- h. Loss or damage if any security or tracking device which the Insurer has insisted is fitted to the Vehicle has not been set or is not in full working order; or



- i. Loss or damage caused to the Vehicle if at the time of the incident it was under the custody or control of anyone with your permission who is not covered under this Policy;
- j. Loss or damage caused to the Vehicle if the driver was under the influence of alcohol or another intoxicant to a punishable extent;
- k. Loss or damage caused to the Vehicle if driven by a driver without a valid and requisite driving license;
- l. Loss or damage to the Vehicle and or / its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer; or
- m. Loss or damage to the Vehicle and or / its contents under the coverages theft, vandalism or burglary as a result of someone belonging to the same household as the driver;
- n. Loss or damage to the Vehicle by theft, attempted theft unless it has been reported to the police and a crime reference number obtained; or
- o. Loss or damage deliberately caused by any person entitled to be covered under this policy or any person acting on their behalf; or
- p. Loss of or damage to the Vehicle caused by a person known to you, and taking the car without your permission unless the person is reported to the police for taking the car without your permission; or
- q. For costs resulting from loss of use of the Vehicle; or
- r. Loss of or damage to the vehicle occurring when the vehicle is driven on frozen body of water if it is not driven on a winter route for which the Swedish Transport Administration is responsible; or
- s. Damage which must be covered in accordance with the law, a guarantee or another undertaking; or
- t. Loss of or damage to the vehicle resulting from the cold, moisture or corrosion/oxidation; or
- u. damage to vehicles that are on a racing-track

The Insurer will reduce the compensation amount by minimum of 25% for fire for the following circumstances:

- v. Loss of or damage to the Vehicle resulting from fire if the wiring, cables and components were not professionally fitted;
- w. Loss of or damage to the Vehicle from fire resulting from welding work taken place without the appropriate safety measures in place;
- x. Loss of or damage to the Vehicle from fire resulting from power current device which has not been approved by the manufacturer;
- y. Loss of or damage to the Vehicle from fire resulting from a device to start, heat or dry the vehicle which has not been tested and approved for this purpose;



4D.3 **Obsolete Parts**

Section 4 does not cover any amount in excess of the price shown in the manufacturer's last list price at the date of loss or damage where that part is unobtainable or obsolete.

4D.4 **Sound Reproducing Equipment and Communications Equipment**

Section 4 does not cover loss of or damage to tapes, cassettes, compact discs, mp3 players and accessories, visual and sound recording equipment, DVD players, telephones or other communications equipment, electronic satellite navigation equipment, radio or detection equipment other than equipment fitted as an Accessory by the manufacturer at first registration unless agreed with the Insurer. If notified and agreed by the Insurer, the Insurer will provide indemnity to a maximum limit of SEK 10,000 for the cost of replacement and a maximum limit of SEK 10,000 for installation;

4D.5 **Subsequent Damage**

Section 4 does not cover any additional damage resulting from the Vehicle being moved by the Driver or any person after an accident or fire.

4D.6 **Associated incidents**

The Insurer will not pay for any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in the Policy.

4D.7 **Security**

Under Section 4 the Insurer can choose to reduce or decline cover entirely for loss of or damage to the Vehicle arising from theft or attempted theft if:

- a. The Vehicle has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof had been left open or unlocked when the Vehicle is parked and unattended
- b. The immobiliser fitted by the Vehicle manufacturer or fitted post manufacture or as specified and agreed by the Insurer, has not been maintained in working order at all times and has not been activated when the Vehicle is parked and unattended; and
- c. The keys or other devices which unlocks the Vehicle have been left in or on the Vehicle or not removed to a safe and secure place;
- d. If the insured failed to report to the Police and the insurer the theft or loss of keys, cards, or other devices used to open or start up the Vehicle;
- e. If the insured failed to provide the Insurer the full set of keys, cards, or other devices used to open or start up the Vehicle unless keys were stolen from the insured's premises or taken by force from the insured;
- f. If the insured failed to report the theft or attempted theft upon discovery immediately to the police;

4D.8 **Trailers**

Section 4 does not cover loss of or damage to any Trailer unless full details of such Trailer had been given to and accepted by the Insurer in advance.



4D.9 **In custody**

Section 4 does not cover loss of or damage caused whilst the Vehicle is being held in the custody or control of any Police Authority or any other person acting in accordance with direct instructions of any Police Authority.

4D.10 **Excess/Deductible**

Section 4 does not cover the first part of each claim, specified in the policy schedule

Section 5 – Legal Protection

5.1 Coverage

The Policy is applicable to the Policyholder, the Insured and the Driver(s), in their capacity as Policyholder, Insured or Driver(s).

5.2 The Policy provides coverage for civil law disputes and/or arbitration relating to a claim that occurred while the insured vehicle was being driven. The maximum compensation under this section is SEK 200,000. Please refer to the policy schedule for the deductible that applies to this section

5.3 The Legal Protection insurance only comes into effect where the insured is not entitled to compensation for legal costs under a commercial general liability Insurance or other Insurance policy

5.4 Geographical area

Unless additional countries are expressly listed in the Insurance policy, the Insurance coverage only covers legal disputes to be settled by the courts of Sweden. Where the dispute is conducted outside of Sweden, a foreign lawyer is chosen by agreement with the Insurance company

5.5 Period of cover

The Insurance coverage covers legal disputes where the basis for a civil law suit has occurred in the period after the Insurance came in to force and prior to the termination of the Insurance

5.6 Costs covered by the Insurance

5.6a Court Fees

5.6b The Insurer will indemnify the Policyholder for reasonable and necessary representative expenses for legal costs where cover is provided under Section 3A.1 up to the limit shown in 5.2 above

5.6c Expenses for the submission of questions to the opinion of experts appointed by the court and approved by the Insurance Company

5.6d Expenses incurred in connection with court-based mediation, if the Insurance Company has approved such mediation and the estimated associated costs in advance

5.6e Legal expenses in the assessment of compensation matters in relation to your claim but no more than two requests per year;



- 5.6f Representative and defence fees. A fee will be paid for reasonable time spent and to no more than in accordance with the standard hourly charge (Swe: timkostnadsnormen) established by the government from time to time;
 - 5.6g Cost of an intermediary who has been appointed by a District court or a Court of Appeal;
 - 5.6h Expenses for showing evidence in legal proceedings or during arbitration;
 - 5.6i Legal proceedings expenses which you have undertaken to pay the other party, that have come up during the legal proceedings, and the court would have obliged you to pay a higher amount of legal proceedings expenses than those which you would have incurred had the dispute been tried;
 - 5.6j Legal proceedings expenses which, following withdrawal of the case, you have been sentenced to pay the other party, on condition that you make it likely that, due to new circumstances which have come up during the legal proceedings, the court would have obliged you to pay a higher amount of legal proceedings expenses than those to which you were sentenced at the time of the withdrawal;
 - 5.6k Legal proceedings expenses which you have been obliged to pay the other party or the State following the court's or arbitrator's consideration of the dispute.
 - 5.6l Legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against the Driver and/or the Policyholder
 - 5.6m Representative and defence fees. A fee will be paid for reasonable time spent and to no more than in accordance with the standard hourly charge (Swe: timkostnadsnormen) established by the government from time to time;
- 5.7 The Policy does not cover expenses arising from the following:**
- 5.7a** disputes in accordance with Chapter 1, Sect. 3d, first subsection of the Code of Judicial Procedure (1942:740) (small claims cases) excluding disputes in relation to insurance contracts with Greenval;
 - 5.7b** disputes in which you are the petitioner and the dispute must be dealt with in accordance with the Group Proceedings Act (2002:599);
 - 5.7c** disputes if you do not have a justified interest in having your case tried;
 - 5.7d** disputes concerning compensation or another claim due to a criminal offence where the expenses for criminal cases cannot be covered in accordance with the below:
 - 5.7e** speeding in accordance with the Road Traffic Ordinance (1998:1276);
 - 5.7f** driving through a red light in accordance with the Road Traffic Ordinance (1998:1276);
 - 5.7g** involuntary manslaughter;
 - 5.7h** unintentionally causing bodily injury or illness;
 - 5.7i** crime for which punishment is more stringent than fines, e.g. drink driving, hit-



- and-run incidents, reckless driving;
- 5.7j** driving without a licence;
- 5.7k** disputes referring to personal injury adjustment through an insurance company if the injured party has not brought the case against the insurer before a court (applies to compensation through motor, liability or accident insurance);
- 5.7l** representative's expenses which arise before the dispute arose or you were served a summons on suspicion of or being accused of a crime in accordance with the above;
- 5.7m** the insured's or employee's own work, loss of paid income, travel and subsistence or other extra expenses;
- 5.7n** execution of a verdict, decision or an agreement;
- 5.7o** compensation to arbitrators;
- 5.7p** additional expenses which arise because you engage several representatives or change representative;
- 5.7q** additional expenses which arise because you are guilty of litigation negligence or have acted negligently;
If a disputed claim which can be approved in accordance with the legal protection insurance is based on an action which is alleged constitutes a crime and is being investigated by an authority, the insurance will not cover expenses for showing evidence which has been produced to verify that the action constitutes a crime or leads to a sanction fee.
- 5.8** **Policy Deductible:**
- The excess is noted within the policy schedule.
- If several disputes arise, these must be calculated as one dispute:
- if in accordance with Chapter 14 of the Code of Judicial Procedure they are processed or could have been processed jointly by a court as one lot of legal proceedings, even if they are processes as different cases on one or more occasions

Section 6 – Foreign Use Cover

6 Foreign use cover

- 6.1** The cover provided by section 3A is limited to liability to a Third Party or Third Parties as provided in section 3A in respect of an accident occurring in the Territory, except that where the accident occurred outside Sweden, the Insurer will only provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles in that territory. If the accident occurred outside of Sweden, but the parties involved in the accident are Swedish citizens or residents or the Vehicles involved in the accident are registered in Sweden, the aforementioned shall not apply pursuant to the Motor Traffic Damage Act.
- 6.2** If any Vehicle will be driven or based outside the Territory, the Policyholder undertakes to notify the Insurer and provide such information as requested by the Insurer related to any such activity

including the date the Vehicle will be moved or driven outside the Territory, the return date, the countries that will be visited or the country in which they are to be based.

- 6.3 Subject to the Policyholder providing the Insurer with the information noted in Paragraph 6.2 and provided that the Policyholder has paid or agreed to pay in a manner satisfactory to the Insurer any additional Premium required by the Insurer. The Insurer may provide the Policyholder with such additional cover, under part or parts of Sections 3 and 4 as set out in any Endorsement to the Policy, while the Policyholder is using the Vehicle outside the Territory.

Section 7 – Additional General Conditions

- 7.1 **Condition Precedent.** It is a condition precedent to the Insurer being fully liable under any Section of this Policy that all information provided by the Policyholder is true to the best of the Policyholder's knowledge and belief and the Policyholder shall at all times observe and fulfill the terms and conditions of this Policy.
- 7.2 **False or Exaggerated Claims.** If any person claiming to be indemnified under this Policy makes a claim that is false, grossly exaggerated or fraudulent in any way or makes a false declaration or statement in support of such claim, this Policy shall be void in respect of the Vehicle to which that claim relates and of no effect. Where such fraudulent acts are committed by the Policyholder then the Insurer is entitled to terminate the relationship between the parties in accordance with Section 7.7 of this Policy.
- 7.3 **Premium** The Policyholder must pay the Premium in accordance with Section 1.6.
- 7.4 **Reporting** Details of any event which may give rise to a claim under this Policy and all subsequent developments should be reported immediately to the Insurer or as soon as reasonably possible on becoming aware of such a claim or event. Notice of any prosecution inquest or fatal accident inquiry and every claim or writ or summons should be sent to the Insurer immediately or as soon as possible. For this purpose, the Insurer should be contacted at +46 (0)8 799 88 90.
- 7.5 **Co-operate** The Policyholder must co-operate at all times in the completion of any necessary documentation or provision of information requested either by the Insurer or by the Insurer's legal representative.
- 7.6 **No admission** offer, compromise promise, payment or indemnity shall be given by or on behalf of the Insurer or any person claiming to be indemnified without the consent of the claims handling representative of the Insurer or its agents or any person claiming to be indemnified without the written consent of Insurer or its agents. The Insurer shall be entitled to take the defence of any claim or to prosecute in the name of the Policyholder for indemnity or damages and shall have full discretion in the conduct of any proceedings or in the settlement of any claim. The Policyholder and such person shall give all such information cooperation and assistance as the Insurer may require.
- 7.7 **Termination by Insurer** The Insurer's rights in this Section 7.7 are without prejudice to the Insurer's rights generally under the Policy.
- 7.7a Where the Policyholder does not pay an Instalment on the due date, the Insurer shall be entitled to give the Policyholder fourteen (14) days stating that the Policy will lapse if the Instalment is not paid within that period or within such period as provided in Swedish Road



Traffic Acts. Upon lapse of the Policy the Insurance Certificate/Greencard becomes null and void.

7.7b In the event of termination by the Insurer, the Premium retained or to which the Insurer shall be entitled to retain shall equate to the percentage of the Period of Insurance that has already expired. Termination (other than termination by the Insurer for Insured's breach) shall not prejudice the rights of the Insured in respect of any cause event or circumstance which has given or is likely to give rise to a claim or legal proceedings during the Period of Insurance and in respect of which the Insurer has agreed to provide indemnity within the terms of the Policy.

7.7c In the event the Insurer has declined to renew the policy, a case must be brought within 6 months of Greenval having sent the information about this decision, details of the reasons for this and information on what the policyholder must do to have the decision reconsidered. If the case is not brought within this period, the right to bring the case will be lost.

7.8 Termination by Policyholder.

7.8.1 The Policyholder may cancel this Policy from the date of renewal at any time. Entering into an insurance policy with another insurance company prior to the renewal date shall be regarded as a termination; and entering into an insurance policy with another insurance company after the renewal date shall be regarded as a termination if the insurance premium has not yet been paid.

7.8.1a Where the Premium is paid by instalments and there remains any sum outstanding (whether or not the date for payment of the said sum or part thereof has fallen due) by the Insured to the Insurer at the date of cancellation by the Insured, the Insurer may deduct from the sum otherwise payable under this paragraph all or any part of the sum outstanding by the Insured to the Insurer.

7.9 **Care of the Vehicle** The Policyholder shall take reasonable steps to safeguard the vehicle from loss under this Policy and keep it in a roadworthy condition.

7.10 **Supply of Policyholder Vehicle Information** The Policyholder or his legal representative undertakes during the Period of Insurance to supply such details of each Policyholder Vehicle to meet the requirements of any legislation applicable in Sweden and the EU and shall not do anything which would cause the Insurer to be in breach of Road Traffic legislation, the Motor Insurance Directives and of any law or regulation applicable to Motor Insurers.

7.11 Policy Term, Lapse and Renewal, Material Facts, Non-Disclosure or Misrepresentation

7.11a The Period of Insurance shall be as defined in the General Terms and Conditions for Salary Sacrifice. The Policyholder must pay the Premium, the Insurance Premium as required by Section 1.6 above and as set out in the General Terms and Conditions for Salary Sacrifice,

7.11b Unless otherwise stated, the Policy will lapse at the end of the Period of Insurance.. The Insurer shall not be obliged to accept any renewal of the Policy if there are particular reasons against renewing the Policy. Any amendments to the insurance terms shall be communicated to the insured in writing no later than 30 days before the renewal date of the policy.



- 7.11c The Policyholder undertakes to file the appropriate Statutory Off Road Notification or other notification with the Swedish Traffic Road Registry's database within such time as required by law.
- 7.11d The Policyholder must inform the Swedish Traffic Road Registry as soon as reasonably practical and in accordance with the rules of the Swedish Traffic Road Registry, of the sale of any Vehicle.
- 7.11e This Policy is voidable at the instance of the Insurer in the event of any misrepresentation, or non-disclosure of any material facts to the extent permitted by law.

7.12 **Complaints**

- 7.12a The Insurer does its best to provide an excellent service to its customers. It will acknowledge written complaints promptly and investigate quickly and thoroughly and use reasonable endeavours to resolve complaints and use information from complaints to improve our service.
- 7.12b An enquiry or complaint about the terms of this Policy may be made to the Insurer at the email address or address of the Insurer specified in the General Terms and Conditions for Salary Sacrifice, for the attention of the Complaints Manager at Greenval Insurance.
- 7.12c When writing to or emailing the Insurer, the Policyholder should provide the Policy number, the claim number if available, Policyholder name, a contact name, address, and email and a clear and concise reason for the complaint and supply any supporting documentation. The letter should be headed "Complaint".
- 7.12d The Insurer will acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 14 days of receiving it, we will write and let you know why, what further action we will take and when you can expect a reply.
- 7.12e If you are not satisfied with the Insurer's decision you have the right to refer your complaint to the Insurance Ombudsman at the Financial Services Ombudsman Bureau, 3rd Floor Lincoln House, Lincoln Place, Dublin 2.

7.13 **Right of Recovery and Fraud**

- 7.13a The Policyholder shall repay to the Insurer all sums paid by the Insurer in respect of any claim under this Policy which the Insurer would not have been liable to pay but for the provisions or requirements of Swedish Insurance Acts or Bureaus, or any agreement to which the Insurer is subject to by operation of law or but for the requirements of any international agreement or the law of any territory to which the Policy operates, related to third party liability and any applicable expenses.
- 7.13b If any claim is fraudulent or made with fraudulent intent or if any fraudulent means or device are used by the Policyholder or anyone acting on their behalf to obtain any benefit under this Policy or if any liability, loss or damage is occasioned by wilful act or with the connivance of the Policyholder, all benefits under this Policy shall be forfeited and the Insurer shall not be obliged to pay any outstanding claims or future claims.



7.14 **Claims**

Any claim made by the Insured under the Policy must relate to an event insured under the Policy that occurred within the Period of Insurance and within the Territory. The Insurer is entitled to register reported claims in respect of this insurance in the General Register of Insurance Claims (GSR) which is common to the insurance industry.

7.15 **Premium Modification**

The Insurer may modify the Premium in the case of any changes in the Policy including any changes notified in accordance with Section 1.5 above, which have been accepted by the Insurer, and on any renewal of the Policy.

The Policyholder undertakes in such event to pay the modified Premium as notified by the Insurer.

7.16 **Personal Data**

7.16a For the purposes of the Data Protection Acts 1988 and 2003, the data controller in relation to the personal data of the Policyholder is Greenval Insurance Company Limited having its registered office at 2nd Floor, Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland.

The Policyholder may use these contact details or email the Insurer at info@greenval-insurance.com, if the Policyholder has any questions about this clause, or the use of personal data.

7.16b **Use of Personal Data**

The Insurer will use personal data to evaluate any proposal submitted, to provide the services offered by the terms of this Policy including to communicate with the Policyholder, administer the Policy and any claims made under this Policy in order, to evaluate applications for renewal of the Policy and to renew the Policy and in order to get quotes for reinsurance and in order to procure reinsurance of the risks insured by the Policy.

The Insurer may also analyse personal data provided by the Policyholder to assist in administering, supporting and improving its business.

Additionally, the Insurer may access and use personal data held on databases when the Policyholder applies for insurance or renewal thereof in order to evaluate the application including to validate policy applications, claims history or any person(s) insured or involved with the Policy and in order to detect and prevent fraud and also to carry out credit searches.

If the Policyholder has provided sensitive data as defined in the Data Protection Acts 1988 and 2003 as amended, the Policyholder hereby warrants to having informed and collecting consent of the data subject in each case for the Insurer to process this sensitive data in accordance with this Section.

7.16c **Disclosure of Personal Data**

The Policyholder agrees that the Insurer may disclose personal data to its Affiliates, services providers and reinsurers as referred to above, in order for them to provide services to the Insurer, including without limitation to process information, fulfil orders and



deliver orders, process claims and payments and provide support services on its behalf and to reinsurers in order to procure reinsurance.

In order to prevent fraud, to check the Policyholder's identity or prevent money laundering, the Insurer may search the files of credit reference agencies. They will record any credit searches on the Policyholder's file. The Insurer may also disclose details of how the Policyholder conducts its account with the Insurer to such agencies. The information may be used by lenders for making credit decisions about the Policyholder, for fraud prevention, money laundering prevention and for tracing debtors.

The Insurer is entitled to check the information the Policyholder has provided against other information which is generally available to the public such as the Register of Court judgements or other publicly available databases. The Insurer may also exchange this information with other insurers either directly or through the Swedish Motor Insurance Association (Swe: Trafikförsäkringsföreningen).

The Policyholder acknowledges and agrees that its personal data may be made available to Third Parties in order for the Insurer to comply with law, regulatory requirement or legal process, in order to protect and defend the Insurer's rights and to enforce the terms and conditions this Policy.

7.16d Security

The Insurer will always take steps to ensure that confidentiality and security obligations are imposed by contract on any affiliate or service provider to whom personal data is disclosed.

The Policyholder agrees that if it sends offensive or objectionable content or otherwise engages in any disruptive or abusive behaviour in telephoning the Insurer, then whatever information is available about the Policyholder can be used to stop such behaviour. This may involve informing relevant Third Parties such as law enforcement agencies about the content and the Policyholder's behaviour.

7.16e Right to be supplied with a copy of personal data

A data subject has the right to be given a copy of his or her personal data which he or she may have supplied to us. To exercise this right, he or she must make the request in writing, post it and send it to the Insurer's address as specified above and include with the request, a copy of his or her passport, a copy utility bill which will verify his or her address. A request will be dealt with as soon as possible and will take not more than 30 days to process.

7.16f Rectification, Retention and Deletion of personal data

A data subject also has the right to have inaccurate personal data corrected. If a data subject discovers that the Insurer holds inaccurate personal data about him or her, he or she has a right to instruct the Insurer to correct that information. Such an instruction must be in writing and will not take more than 30 days to process.

The Insurer is obliged to keep information about data subjects for accounting, tax, duty, IPT and legal compliance purposes, so this information cannot be deleted. The Insurer also retains personal data as required to meet its record keeping obligations under other laws and regulations.

In certain circumstances, a data subject may also request that personal data which he or she has supplied is deleted, if the Insurer does not have a legitimate reason for retaining the personal data. The Insurer is not entitled to charge for dealing with such a request and must comply within 30 days of the receipt of such a request. To exercise this right he or



she would generally be expected to identify some contravention of data protection law in the manner in which the Insurer processes the personal data concerned.

7.17 Right to Recourse

Greenval becomes party to the insured's right to compensation in respect of the damage to the extent that it is covered by the insurance and has been paid by the company.

However, there will be no recourse for the person who drives the insured vehicle and then causes damage unintentionally or through simple negligence. This limitation does not cover recourse against the person who is liable for damage which is covered through theft insurance or caused in connection with drink driving.

To the same extent that Greenval has paid compensation from motor vehicle insurance, according to the Motor Traffic Damage Act (1975:1410), Greenval is entitled to demand repayment of compensation from the person who caused the damage deliberately or through gross negligence or negligence in connection with drink driving. According to the Motor Traffic Damage Act, Greenval may also make a recovery claim against the owner of a railway or tram track, as well as against the person who is liable for damage in accordance with the Product Liability Act (1992:18).

The insured must not conclude an agreement with the person who is liable for the damage which means that Greenval's right of recourse is restricted. If it does happen, Greenval will be entitled to demand a refund from the policyholder for the amount which corresponds to the restriction.

7.18 Documentation

The Insurer may hold documents related to this Policy and the insurances provided and any claims under it in electronic form. An electronic copy of such documents or material or information will be as admissible in evidence to the same extent and carry the same weight as the original.

7.19 Assignment

The Policyholder may not transfer its rights or assign its obligations under this Policy.

7.20 Motor Traffic Damage Act (1975:1410)

The rules of the Motor Traffic Damage Act (1975:1410) apply to the reduction/payment of road traffic damage compensation.

7.21 Change in applicable law and stamp duty

If arising from any change in applicable law, coming into force after the Commencement Date of the Policy, the Insurer may be required to apply or pay stamp duty on the Policy., the Insurer shall be entitled to impose on the Policyholder the obligation to pay such stamp duty at the rate prescribed by law for the remainder of the Period of Insurance and in which case the Policyholder undertakes to pay such stamp duty as a condition of this Policy and the remainder of the Period of Insurance.

7.22 Depreciation Rules

Possessions are valued at that which it costs to buy new equivalent possessions minus age as shown below. These tables are not applied if the condition of the possessions can be verified in



another way. When replacing factory-fitted sound and image equipment, compensation is paid without making a deduction for age.

7.22.1 Sound and Image Equipment, Batteries etc

Object	Age								
	-1 yr	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs
1. Sound and Image Equipment	0	10	20	30	40	50	75	75	80
2. Navigation Equipment	0	10	20	30	40	50	75	75	80
3. Car Battery	0	25	40	60	80	100	100	100	100
4. Canopy and Cabriolet	0	0	0	15	30	50	60	70	80*
5. Alloys	0	0	10	20	30	50	50	50	50
6. Tyre Pressure Monitoring System	0	15	30	45	60	75	90	100	100

* = if it is functional

7.22.2 Summer Tyres (depreciation as percentage)

Miles driven	Summer Tyres
0-5,000	10
5,010-10,000	20
10,010-15,000	30
15,010-20,000	40
20,010-25,000	50
25,010-30,000	60
30,010-*	100
*or more than 5 years old	

7.22.3 Winter Tyres (depreciation as percentage)

Object	Number of seasons used			
	1	2	3	4
Winter tyres	20	40	60	80
* If the tyres are functional and have an approved tread.				



SECTION 8 - DATA PROTECTION / PERSONAL DATA REGISTRATION

DATA PROTECTION / PERSONAL DATA REGISTRATION

Where the insurer collects personal data under this insurance contract, the insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice, a copy of which is attached to this policy. A copy is also available at <https://www.greenval-insurance.com/greenval-data-protection-notice>. The data protection notice contains more information about which personal data the insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:

Greenval Insurance DAC

Trinity Point, 10-11 Leinster Street South

Dublin 2– Ireland

Privacy@greenval-insurance.ie

The insurer is entitled to approach the Common Claims Register, known as Skadeanmälningsregisteras GSR, in order to exchange the data of the policyholder in connection with a responsible acceptance policy, the management of risks and the fight against fraud. The Gemensamma Skadeanmälningsregistret (GSR) website is www.gsr.se and a copy of its data protection notice can be found at <https://www.gsr.se/dina-rattigheter>

SECTION 8.1 - DATA SUBJECTS RIGHTS PRIVACY FORM

You can access the Greenval Data Subjects Rights Privacy Form on our website at the following link:
<https://www.greenval-insurance.com/greenval-data-protection-notice>