

Insurance terms and  
conditions for SCDW  
– Super Collision Damage Waiver

*Valid from 1 August 2016*



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## 1. General information

When renting a vehicle from Europcar the renter is obliged to pay damage costs for each damage clause in the event of any damage. The maximum cost of damage is shown in the general terms and conditions to the rental agreement.

Renters, for whom the obligation to pay damage costs is reduced by Europcar's Collision Damage Waiver (CDW), are also offered a voluntary Super Collision Damage Waiver insurance (SCDW).

SCDW is taken out against a specific insurance premium and covers the reduced damage costs that the renter must pay if the rental vehicle is damaged. SCDW may only be taken out simultaneously as the rental agreement is entered into between the renter and Europcar for the vehicle. SCDW cannot be taken out at a later date.

## 2. Who is insured?

The insurance covers the policyholder, i.e. the person renting the vehicle from Europcar who has taken out the voluntary Super Collision Damage Waiver (SCDW) insurance for the rented vehicle. In addition to the named driver, the insurance is also valid for the additional driver(s) specified in the rental agreement. The insurance is valid for members of the policyholder's family (husband/wife/partner or child with the same address as the policyholder) acting with the policyholder's consent and under their responsibility. In the following, when referring to the policyholder, this means everyone covered by the insurance.

In order to take out SCDW, and for this to be valid, the renter/policyholder, named driver, all additional named drivers and family members covered by the insurance under the specified conditions must be over 18 years and have a valid driving licence.

## 3. Where is the insurance valid – Geographical coverage

### 3.1 Sweden

The insurance is valid in Sweden.

### 3.2 Outside Sweden

If the policyholder wishes to use the vehicle outside Sweden, the rental company must issue written approval for this.

## 4. Insurance scope

### 4.1 Insurance clause

SCDW provides cover that pays the policyholder's reduced damage costs in the event of any damage to the vehicle the policyholder has rented from Europcar. The insurance thus involves elimination of the reduced claims costs for all damage clauses specified in these terms and conditions, with the exceptions specified in these terms and conditions.

### 4.2 Young driver excess

If the driver is at fault in a traffic accident and is under 24 years at the time of the claim incident, a young driver excess of SEK 2,000 will apply. This type of young driver excess cannot be eliminated through SCDW.

### 4.3 Overhead damage

In the event of overhead damage, there is always a damage cost of SEK 5,000. This type of damage cost cannot be eliminated through SCDW.

## 5. The insurance period and premium

SCDW can only be taken out for rental agreements for a maximum period of 50 days for passenger cars and 35 days for commercial vehicles. SCDW must be taken out simultaneously as the rental agreement is entered into and is valid during the period the rental agreement is valid. Insurance premium is paid per day that the rental agreement is valid.

## 6. The insurance provider

The insurance provider is Länsförsäkringar Stockholm, Corporate ID no. 502002-6265, Telegrafgatan 8, 169 97 Solna, Sweden. The company is a mutual insurance undertaking.

## 7. Terms and conditions of the insurance

### 7.1 General information

In order to take out SCDW and for this to be valid, the renter and all additional named drivers must be over 18 years and have a valid driving licence.

SCDW may only be taken out simultaneously as the rental agreement is entered into between the renter and Europcar for the vehicle to be covered by SCDW. In addition, the renter's obligation to pay damage costs in relation to this vehicle is reduced through Europcar's Collision Damage Waiver (CDW). SCDW cannot be taken out at a later date.

## 7.2 Duty of care

The policyholder should examine the rental vehicle before driving off to check for any damage or defects, and promptly communicate these to Europcar.

To avoid any form of claim incident, the renter/policyholder must comply with the duty of care requirements. In order for SCDW to be valid, the following duty of care requirements must also be met:

- The driver must never be under the influence of alcohol or other intoxicants while operating the vehicle.
- All doors, windows and the liftgate/boot of the vehicle must be locked when the vehicle is left unattended. The keys must never be left unattended when not securely locked away.
- Goods in the vehicle must be stored securely, so that they cannot cause damage to the vehicle.
- Do not stain or damage the interior fittings or break controls or similar.
- The vehicle's warning system must be observed and followed, oil, coolant and the tyre pressure must follow the recommendations in the Owner's manual and the correct fuel for the vehicle must be used.

## 7.3 Claim notification

In order for compensation to be paid under the insurance, the claim must be notified to the renting Europcar office and a claim form completed and signed by the policyholder and submitted to Europcar as soon as possible. In the event of theft, attempted theft, parking damage, animal collision or third party damage where the other driver has left the scene, the policyholder must also submit a copy of the police report to Europcar. If possible, witness statements should also be submitted.

## 8. Reduced compensation

The insurance compensation may be reduced if any of the following conditions arise:

- Incorrect or incomplete information has been submitted or significant information was concealed when the policy was taken out.

- Changes to conditions specified when the insurance was taken out have not been reported.
- The requirement for duty of care in the terms and conditions has been neglected.
- The policyholder has caused or worsened the consequences of the insured event. The actions of a person in charge of the insured vehicle with the policyholder's consent are considered as equal to the policyholder's actions.

The occurrence of any of the conditions above result in a reduction of the insurance compensation by 100 per cent. Under certain circumstances, this reduction may be reduced. The insurance compensation may be payable if the policyholder can demonstrate that the damage would have occurred even if the duty of care requirement had been met. Reduction of the insurance means that the policyholder will be required to pay the corresponding amount.

## 9. Limitations – What the policy does not cover

### 9.1 Limitations resulting from the cause of the damage

The insurance does not apply if the damage occurred in one of the following ways:

- if the driver of the vehicle did not have a valid driving licence
- fraud
- theft with key
- careless handling of the vehicle
- reconditioning
- in connection with terrorist action, war or war-like events
- directly or indirectly caused by a nuclear reaction.

### 9.2 Limitations as a result of vehicle usage

The insurance has some limitations when it comes to usage of the vehicle. SCDW is therefore not valid if the vehicle is used in any of the following ways:

- when the vehicle is used for competition, training, learner driving, instruction or for similar purposes within an enclosed competition area
- while competing with the vehicle, training for such competition or driving at speed under race-like conditions
- when the vehicle is driven on frozen water, unless this is driving on winter roads for which the Swedish Transport Agency is responsible.

### 9.3 Equipment

The insurance does not cover removable equipment belonging to the vehicle or hired supplementary equipment.

### 9.4 Legal protection

The insurance does not cover costs that arise through utilisation of the vehicle's legal protection insurance.

### 9.5 Force majeure

The insurance does not cover loss that may occur if the claim investigation, repair activities or payment of compensation is delayed due to war, measures by authorities, strike, lock-out, blockade or similar events.

## 10. If we do not agree

Policyholders who are not satisfied with a decision or the handling of a case related to this product can contact us. We are, of course, prepared to review a decision if new circumstances have arisen or if there have been any misunderstandings.

The easiest and quickest method in relation to corrections is to contact the person who handled the case or contact us by telephone: +46 (0)8 562 834 00, e-mail: [stockholm@lansforsakringar.se](mailto:stockholm@lansforsakringar.se) or by letter: Länsförsäkringar Stockholm, 169 97 Solna, Sweden.

### Complaints Board

If you are still not satisfied after your case has been finally re-tested by the responsible manager, you still have the option to have your case tried by our complaints board within one year. As the board does not review the cases stated below, please refer to the appeal appendix you received with our final decision:

- responsibility and fault (including traffic)
- credibility issues
- valuation issues
- incidents that, according to the sectoral agreement or insurance terms and conditions, must be reviewed in another way (e.g. The Board for Bodily Injury Liability Insurance, The Personal Insurance Board and The Road Traffic Injuries Commission).

How to appeal to our complaints board

- Mark the case with your name, policy number and claim number.
- Write down the decision that you would like reviewed.
- Information on why you believe the decision to be incorrect.

The board meets once a month, except during July.

Write to [klagomalsnamnden@lansforsakringar.se](mailto:klagomalsnamnden@lansforsakringar.se) or Klagomålsnämnden, Länsförsäkringar Stockholm, 169 97 Solna, Sweden.

### The Swedish National Board for Consumer Disputes

A policyholder can also contact the National Board for Consumer Disputes (Allmänna reklamationsnämnden) (ARN) which has a separate department for insurance issues. ARN is a public body, where damage claims related to private individuals can be reviewed. The Board does not get involved in any questions about who was at fault in a road traffic accident. The review is free of charge and Länsförsäkringar Stockholm undertakes to cooperate with ARN processing of the dispute. We will comply with ARNs recommendations.

Allmänna Reklamationsnämnden. Tel.: +46 (0)8 508 860 00, [www.arn.se](http://www.arn.se)

### The Swedish Consumers Insurance Bureau

The Swedish Consumers' Insurance Bureau also provides information relating to insurance issues.

The Swedish Consumers Insurance Bureau  
Tel.: +46 (0)200 22 58 00  
[www.konsumenternas.se](http://www.konsumenternas.se)

The consumer advisor in your municipality can also provide information and advice.

### Court of law

You can also bring proceedings against your insurer or bank in a general court of law. In some cases, legal protection insurance may be valid for the dispute.

## 11. Shared claims register

Länsförsäkringar is entitled to register any claims made under this insurance in one of the insurance industry's shared claim registers (GSR).



## 12. Change of agreement with terrorist attack

The insurer's reinsurance may be subject to change as a result of damage caused by terrorism. The insurance provider is therefore entitled to wholly exclude or change its undertakings under this agreement with regard to damage caused by terrorism 14 days after notifying the policyholder of this decision.

## 13. Applicable law

The insurance agreement is governed by Swedish law. Any disputes relating to the insurance agreement must be handled in the Swedish Courts applying Swedish law. The insurance will not cover any costs for legal representation.

## 14. Handling of personal data

The personal data given to Länsförsäkringar Stockholm will be processed in accordance with the Swedish Personal Data Act (1998:204). Personal data is gathered from Europcar which in turn collects personal data from renters and additional drivers. The data may be updated via external registers, e.g. information may be updated via external registers, for example, SPAR and the Swedish Transport Agency's register.

We use the personal data within the Länsförsäkring group to provide an overall picture of your commitment, enter into and fulfil agreements and legal obligations, carry out tasks requested before a contract was signed, produce legal claims, provide a good service; marketing, statistics, marketing and customer analyses, and to otherwise be able to fulfil the requirements of the business. The personal data we process is information such as your name and address details, social security number and in some cases, information about your job and citizenship.

The personal data is used by Länsförsäkringar Stockholm, but may also be disclosed to other companies within the Länsförsäkring group, other companies, associations or organisations with which the Länsförsäkring group works, both inside and outside the EU and EEA. We also submit information to the authorities if we are obliged by law. The personal data may be processed during a specific time, even if the insurance is not approved and after the insurance has expired.

Personal data will not be saved for any longer than necessary with regard to the purposes of processing it.

In the event you want information on the processing of personal data, please contact Länsförsäkringar Stockholm, the personal data representative, 169 97 Solna, Sweden.

The controller of personal data is Länsförsäkringar Stockholm.





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Registered office Stockholm, Sweden. | Find us everywhere around the county of Stockholm. Well, almost anyway. Find your nearest store or office on our site.

*[lansforsakringar.se/stockholm](http://lansforsakringar.se/stockholm)*

