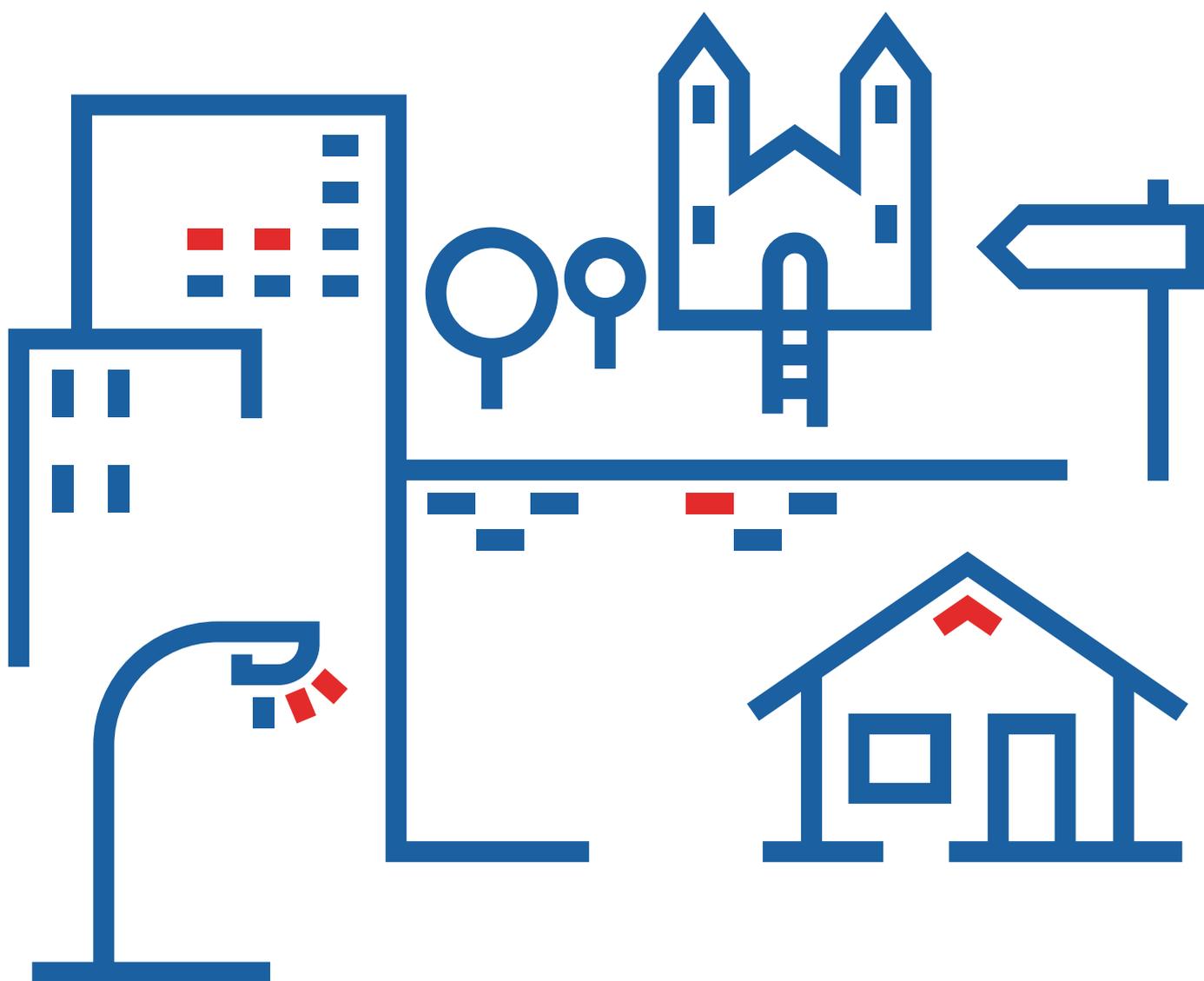
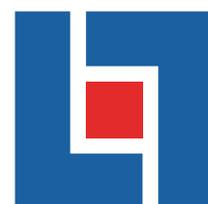


Terms and conditions for Seller Liability Plus, SA 19:1



Seller liability pertaining to liability for defects in residential buildings pursuant to Chapter 4, Section 19 of the Swedish Land Code
Valid from 1 July 2019



1. Acquisition of the insurance

The insurance may only be acquired by individuals, farmers and estates of deceased individuals in the process of selling residential building located in Sweden containing one- or two apartments having, at the date of acquisition retained, Länsförsäkringar Fastighetsförmedling as real estate broker. The insurance may only be acquired in connection with the sale of the entire residential building. Legal entities other than the estates of deceased individuals may not acquire the insurance. The insurance applies only to the main residential building. If there are a number of residential buildings on the same property, insurance must be acquired separately for each residential building. A condition for acquisition the insurance is that the residential building has been inspected by an inspector approved by Länsförsäkringar no earlier than 12 months prior to the start date of the insurance, pursuant to Clause 4. In order for the insurance to cover structures at risk, it is a requirement that damp measurements have been performed on such structure at risk, please note Clause 3 Section 5 bullet point 4. Länsförsäkringar Fastighetsförmedling keeps a list of approved inspectors. The seller must provide to the inspector any information on the condition and standard of the residential building such as suspected defects, shortcomings, odours or other circumstances which may be of significance to the inspection,

2. Who the insurance covers

The insurance covers the party selling the residential building whose property designation is stated on the insurance certificate.

3. What the insurance covers

The insurance covers the seller's liability to the buyer when, pursuant to Chapter 4, Section 19 of the Swedish Land Code, an insured residential building does not conform to what the buyer could reasonably have been able to presume in connection with the purchase in respect of so-called abstract, hidden defects which existed at the day of the transfer. Abstract, hidden defects are the type of defects that could not have been detected during a thorough inspection of the property prior to the transfer and that there was no reason to expect considering the residential building's age, condition and other circumstances.

The insurance covers the seller's liability to pay for price deductions for hidden defects. The price deduction is calculated pursuant to Chapter 4, Section 19c of the Swedish Land Code. The insurance does not cover the seller's liability for damages according to Chapter 4, Section 19, Paragraph 1, Item 2 of the Swedish Land Code.

Drainage and damp proofing are included as part of the residential building. A garage is included as part of the residential building if it is connected to the building. A free-standing garage is not covered by the insurance. A veranda, patio or other similar ground-floor structure that has been added to the building is not considered part of the residential building.

The insurance also covers claims based on damage to what are known as structures at risk*, on condition that the damage has been ascertained as existing at the date of transfer. Damage to structures at risk are generally not considered to be hidden defects for which the seller has a liability to indemnify pursuant to the regulations of the Swedish Land Code.

For the insurance to cover damage to structures at risk, the following is required:

- the particular structure at risk has been inspected and damp measured by an inspector approved by Länsförsäkringar
- the elevated damp level was not detected during the aforementioned inspection
- no symptom or sign of a defect or damage connected to the structure at risk was detected prior to the transfer or the acquisition of the insurance.
- A structure at risk is a generally known structure that, based on experience, has proved to have the potential to result in damp or mildew damage.

4. Basis of cover

The insurance covers claims directed at the seller within the insurance period on condition that the premium has been paid no later than the day when the buyer gains access to the property. The insurance period is the period from the date of a binding purchase contract or as of the date when the insurance is acquired, if this day falls after the signing of the purchase contract, up to the date that falls ten years after the date of completion of the purchase. Thereafter, the insurance lapses. The insurance is not renewable.

5. Deductible

The insurance is not subject to a deductible.

6. Highest indemnifiable amount

The highest indemnifiable amount is SEK 2,000,000. This is the maximum aggregate amount that Länsförsäkringar is obliged to indemnify regardless of the number of claims. Costs for legal representation and investigation, and salvage expenses, for example, are included in the highest indemnifiable amount.

7. Länsförsäkringar's obligations

Should the buyer make claims against the seller that are covered by the insurance, Länsförsäkringar undertakes to:

- Investigate whether the seller is liable for the defect.
- Negotiate with the party making the claim.
- Represent the seller in a court of law and pay the litigation costs incurred by the seller or that the seller is ordered to pay and that cannot be retrieved from the counterparty or any other party.
- Unless the purchase is cancelled, pay the amount that the seller is obliged to pay and that is covered by the insurance. Compensation for abstract, hidden defects or damage to structures at risk is paid after taking into account the age, use and any standard-enhancing effects of the building component.
- If the purchase is cancelled, to indemnify costs for repairing the defect in the residential building that forms the basis for cancelling the purchase and that is covered by the insurance. Compensation is not paid for standard-enhancing effects.

8. The insurance does not cover

8.1 Liability based on the seller's own undertakings

The insurance does not cover claims based on the fact that the seller has provided information, pledged, guaranteed or agreed with the buyer that the residential building has a higher standard than what the buyer might otherwise have reason to assume.

8.2 One-stage tightened rendered facades

The insurance does not cover defects or damage caused by the residential building's facade having a design based on rendering being applied directly on a sheet of insulation and where the residential building has a timber frame, known as one-stage tightened rendered facades. This exception applies regardless of what is stated under Item 3 concerning inspected and damp-measured structures at risk.

8.3 Defects or damage known by the seller

The insurance does not cover claims based on defects, damage, symptoms of damage, deficiencies or other deviations from professional performance about which the seller was aware or should have been aware in connection with the transfer and/or the date of acquisition the insurance but about which the seller failed to inform the inspector and/or the buyer, or provided misleading information.

8.4 Claims based on defects, damage or shortcomings attributable to

- fireplaces or flue channels
- water, rainwater, electricity, gas, ventilation, heat and sewage installations, as well as lifts, solar collectors and cooling equipment.
- mechanical equipment, such as boilers, electric dehumidification systems, central vacuum cleaners with pipe systems, awnings, refrigerators, washing machines, dishwashers and other household appliances.
- TV, antennas, satellite dishes, telephony, computers and Internet.

8.5. Claims based on the existence of environmentally harmful substances, such as radon or asbestos

8.6 Claims based on defects associated with the quality or quantity of water

8.7 Claims based on defects associated with the amount of living space or the property area

8.8 Claims based on legal errors or restricted ownership rights

Note:

Legal error is defined, for example, as when the seller is not the rightful owner or when the property is subject to liens or other rights apart from what was assumed in connection with the purchase. Liens are defined as rights of use, mortgage pledge or easement. Restricted ownership rights is defined, for example, as when the ability to take possession of the building is restricted due to a public decision in a way that the buyer had no reason to expect.

9. General provisions

Applicable law

This insurance policy is also subject to the stipulations of the Insurance Contracts Act. Disputes regarding the interpretation of this agreement are to be settled pursuant to Swedish law in a Swedish court of law.

10. The insurance policy

Payment of premium

A single premium is to be paid for the insurance and this constitutes the premium for the entire insurance period.

11. Use of personal information

Länsförsäkringar processes your personal information in accordance with what is stated in the "Use of personal information" document, which can be found on our website [lansforsakringar.se/personuppgifter](https://www.lansforsakringar.se/personuppgifter). If you would prefer, you can have the information sent to you; if so, please contact Länsförsäkringar Sak AB, SE-106 50 Stockholm.

12. Joint claims register

The company is entitled to register claims made under this insurance in a claims register that is shared by the insurance industry in Sweden. The register is used only in connection with claims adjustment. The party responsible for personal data in the shared claims advice register is Insurance Sweden.

13. In connection with a claim

Claims under the insurance due to claims against the seller must be issued in writing to the insurance company as soon as possible after the time the seller has become aware of the claims made. Otherwise the entitlement to compensation may be reduced in accordance with what is considered fair considering the circumstances, assuming that the insurance company incurred damaged from the failure to do so. If a claim has been made against the seller in writing, a copy of the written claim is to be appended to the report sent to the insurer.

The seller is obligated to provide all the assistance and all the information that is required for Länsförsäkringar to assess whether the claim made is covered by the insurance, and the seller's possible liability, and to manage and complete the matter. The seller is also obligated to inform Länsförsäkringar as soon as possible about court cases or receipt of writs, and to follow Länsförsäkringar's instructions.

If the seller does not fulfil his/her obligations pursuant to the above, compensation for the claim may be reduced based on what is considered fair in view of the circumstances.

Claims can be made using Länsförsäkringar Fastighetsförmedling webpage, <https://www.lansforsakringar.se/stockholm/privat/forsakring/skadeanmalan-saljansvar/>

Claims can be made by post to Länsförsäkringar Sak Försäkringsaktiebolag, Återförsäkring och Special, Skador Ansvar, 106 50 Stockholm

For questions, please contact Skador Ansvar by email skadoransvar.sak@lansforsakringar.se or by telephone 08-588 405 10.

The buyer is entitled to contact Länsförsäkringar directly to make claims against the seller. Please note, however, that because there is no legal insurance contract relationship between the insurance company and the buyer, the buyer has no right of direct action against Länsförsäkringar.

14. Admission of liability

The seller may not admit any obligation to pay compensation, or in any other manner accept liability, without the consent of Länsförsäkringar. The insurance does not apply insofar as the seller accepts liability above and beyond applicable law.

15. Amicable settlement

If Länsförsäkringar has informed the seller that Länsförsäkringar is willing to make an amicable settlement with the buyer, Länsförsäkringar become free from liability and any additional compensation liability.

16. Subrogation

To the same extent as Länsförsäkringar has indemnified for any defect, damage or corresponding incorrectly performed service, Länsförsäkringar also assumes the right to demand compensation from the party responsible for the damage.

The seller may not reach any agreement with the party responsible for the damage which entails that the seller abstains in full or in part from his/her right to compensation from this party.

17. Force majeure

The insurance does not cover costs or other loss due to an environmental disaster, a nuclear power incident, radioactivity, war, a war-like event, civil war, revolution, an act of terrorism, rebellion or riot, or due to a labour market conflict or confiscation, nationalisation, requisition, destruction of or damage to property following a decision by the government or a public authority. Nor does the insurance apply to costs or other losses due to a delay in claims adjustment, payment of compensation or another action resulting from one of the aforementioned events.

18. Statutory limitation

A party wanting a claims payment or other insurance cover must bring a legal action in court the insurance company within ten years from the date on which the circumstance occurred that entitles the party to insurance cover under the insurance contract. Otherwise, the right to compensation is forfeited.

If a claim has been directed against the company within the aforementioned time, the limitation period to initiate proceedings is always six months from the time the company has declared that it has arrived at its final decision concerning the claim.

The circumstance that entitles to insurance cover is defined as the date when the insured became aware that a claim was being made against the insured. To initiate a legal action is defined as to file a lawsuit in a court of law.

19. If we do not agree

The seller or buyer who is not satisfied with the insurer's decision in a claims matter is entitled to request a reassessment of the matter by contacting the insurer's loss adjuster. If, after such a reassessment, differences of opinion remain concerning the scope of the insurance or the seller's liability, the seller or the buyer is entitled to request further reassessment by the claims council for seller liability insurance. However, the council does not assess the amount of compensation that a buyer considers he/she is entitled to.

The seller may also contact:

- The Swedish National Board for Consumer Disputes' department for insurance matters. The address is Box 174, SE-101 23 Stockholm. Tel: +46 8 508 860 00. Assessment by the council is free of charge.
- The Swedish Consumers Insurance Bureau, which provides general information about inquiries. Tel: +46 200 22 58 00. The advice is free of charge.
- Your municipal consumer advice department for advice and information about insurance.

If the buyer is not satisfied, the buyer may resort to a court of law to have the claim assessed definitively. If the buyer has legal expenses insurance with Länsförsäkringar or another insurance company, this may provide compensation for legal representation costs in connection with the dispute.

20. Who is the insurer

The insurer is Länsförsäkringar Sak Försäkringsaktiebolag (publ), SE-106 50 Stockholm, Corporate Registration Number 502010-9681.

Sanctions

Länsförsäkringar does not provide insurance cover, nor is Länsförsäkringar obliged to indemnify damage or offer any service to the extent providing such insurance cover, indemnification or service would expose Länsförsäkringar to any sanction. It is the duty of the customer to investigate on a continuous basis whether sanctions may be applied to the customer's activities and immediately inform Länsförsäkringar in such circumstance. Sanction is defined as a sanction, ban or restriction in accordance with a UN resolution, a commercial or economic sanction, a law or decree issued by the European Union or any other state.

Kontakta Länsförsäkringar eller din försäkringsförmedlare.

Länsförsäkringar Bergslagen 021-19 01 00 | Länsförsäkringar Blekinge 0454-30 23 00 | Dalarnas Försäkringsbolag 023-930 00 | Länsförsäkringar Gotland 0498-28 18 50
 Länsförsäkringar Gävleborg 026-14 75 00 | Länsförsäkringar Gäinge-Kristianstad 044-19 62 00 | Länsförsäkringar Göteborg och Bohuslän 031-63 80 00 | Länsförsäkringar Halland
 035-15 10 00 | Länsförsäkringar Jämtland 063-19 33 00 | Länsförsäkringar Jönköping 036-19 90 00 | Länsförsäkringar Kalmar län 020-66 11 00 | Länsförsäkring Kronoberg
 0470-72 00 00 | LF Norrbotten 0920-24 25 00 | Länsförsäkringar Skaraborg 0500-77 70 00 | Länsförsäkringar Skåne 042-633 80 00 | Länsförsäkringar Stockholm 08-562 830 00
 Länsförsäkringar Södermanland 0155-48 40 00 | Länsförsäkringar Uppsala 018-68 55 00 | Länsförsäkringar Värmland 054-775 15 00 | Länsförsäkringar Västerbotten 090-10 90 00
 Länsförsäkringar Västernorrland 0611-36 53 00 | Länsförsäkringar Älvsborg 0521-27 30 00 | Länsförsäkringar Östgöta 013-29 00 00