



Presale information

Seller Liability Insurance Plus (SA 19:1)

Länsförsäkringar Sak is obliged by law to provide presale information on its insurances and this is presale information on Seller Liability Insurance PLUS. If you wish to know exactly what the insurance covers, please read the complete terms and conditions of the insurance policy. The complete terms and conditions of the insurance policy are available from your real-estate broker or from us at Länsförsäkringar.

Sales information

When you complete one of the largest transactions of your life, it is important that it works out as securely and favourably as possible. For that reason, we recommend that you perform a pre-inspection of the building to enable you to uncover any defects and rectify them prior to the sale.

You also have an opportunity to decide to acquire liability insurance from Länsförsäkringar, in which case you can add the quality label Länsförsäkringar Declared Plus to your sales advertisement and thus make the building even more attractive. The insurance provides you with ten years of protection against claims due to hidden defects.

As a seller, you are responsible for hidden defects for ten years after the buyer gains access to the property. Hidden defects may take the form of deficiencies that neither you nor the buyer were aware of, and that it was not possible to detect, even in connection with a thorough inspection, but that you will still be obligated to pay for.

By taking out seller liability insurance, you won't need to worry. On condition that the defect or damage is covered by the insurance, we will represent you should the buyer make any claims against you and we will reimburse the amount that you are obligated to pay due to the defect. The insurance also reimburses you for any investigative and litigation costs. When the ten years have passed, the insurance lapses automatically, just like your liability in relation to the buyer.

Facts about the insurance

To be able to acquire the insurance, it is required that:

- A pre-inspection has been performed by an inspector approved by Länsförsäkringar.
- You sell your residential building via Länsförsäkringar Fastighetsförmedling.
- You have informed the inspector of defects and deficiencies of which you are aware.
- You have acquired the insurance no later than the date on which possession was taken (paid).
- The inspection is not older than 12 months when the insurance is acquired.
- The seller of the property is not a legal entity, such as a company or an organisation. However, the estate of a deceased person may acquire the insurance.

The inspection must cover

- Inspection of all accessible spaces and visible surfaces, roofs and facades.
- In order for the insurance to cover structures at risk, it is a requirement that control of structure at risk including damp measurement has been performed by an inspector approved by Länsförsäkringar and that such inspection has not indicated any increased damp measurements or any other symptoms of defects in the construction of the structure at risk.



Who/what the insurance covers

- Private individuals, agricultural customers or estates of deceased persons that sell a single- or two-family home located in Sweden.
- The seller is responsible for abstract, hidden defects pursuant to Chapter 4, Section 19 of the Swedish Land Code and for structures at risk that were inspected with nothing abnormal detected. Any compensation for defects or damage will be provided after taking into account the particular structure's age and use, as well as any standard-enhancing effects. Abstract, hidden defects are defined as the type of defects that could not have been detected during a thorough inspection of the property prior to transfer and that there was no reason to expect considering the residential building's age, condition and other circumstances.
- The maximum aggregated compensation amount is SEK 2,000,000. In addition to compensation for confirmed damage, the compensation amount also includes investigative and litigation costs.
- No deductible is applied for claims covered by the insurance and that exceed 20% of the price base amount that applied when the claim was initially made.

What the insurance does not cover

Examples of what is not covered by the insurance are provided here. If you want to know exactly what the insurance covers, read the complete terms and conditions of the insurance policy.

- Defects that you were aware of or should have been aware of in connection with the transfer but that you failed to inform the inspector and/or the buyer of, or that you provided misleading information about.
- The seller's liability for defects or damage to a free-standing garage, veranda, patio or other similar ground-floor structure that has been added to the building.
- Defect or damage due to the residential building's facade having a design based on rendering applied directly on insulation.
- Claims based on legal shortcomings or rights of use.
- Claims based on defects pertaining to what
 - exists outside the home, apart from damp-proofing and drainage
 - installations of electricity, gas, ventilation, sewage and water
 - fireplaces or flue channels
 - mechanical equipment, such as boilers, refrigerators, freezers, washing machines, dishwashers
 - the quantity or quality of water
 - radon and asbestos.

Validity of the insurance

- A single premium is to be paid for the entire insurance period.
- The premium must have been paid no later than the day of the buyer gaining access.

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. The council does not assess the amount that is to be paid to the party making the claim.

If you still feel that you have been treated unfairly, you can file your claim in a court of law for a final judgment.

If you have complaints relating to the broker you can address these complaints to Michael Truwert who is in charge of customer complaints at Länsförsäkringar Sak Försäkringsaktiebolag (publ) by calling 08-588 416 17 or by email to michael.truwert@lansforsakringar.se. Complaints are handled with expedience and in the event a complaint is not rectified you will be informed of the reasons for any such decision.

As consumer, you may obtain guidance at the Swedish Consumers' Insurance Bureau (Sw. Konsumenternas Försäkringsbyrå), the Swedish Consumers' Banking and Finance Bureau (Sw. Konsumenternas Bank och finansbyrå), www.konsumenternas.se, the Swedish Consumer Agency (Sw. Konsumentverket), www.hallakonsument.se or at your municipal consumer guide who you can locate on www.hallakonsument.se/kommunernas-konsumentverksamhet.

As consumer you are always entitled to have dispute with the insurance distributor tried by the National Board for Consumer Disputes (Sw. Allmänna Reklamationsnämnden) (ARN), Box 174, 101 23 Stockholm, www.arn.se. You can always file a claim in the Swedish courts.

Use of personal information

Below is a brief description of how we process personal information. Complete information about how we process your personal information is found in Use of personal information, which can be found on our website 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.

The personal information that we collect about you is used in accordance with applicable law and regulations. Information is collected so that we can underwrite and fulfil insurance contracts, take action that you request before an agreement has been reached, provide a complete overview of your commitments with the Länsförsäkringar Alliance, make legal claims and conduct marketing. Your personal information may also be used for statistics, market and customer analyses, product development, to prevent claims and for other purposes specified in the complete information Use of personal information. Notify us if you do not want your personal information used for direct marketing.

Your personal information is primarily intended for use by the Länsförsäkringar Alliance, but we may also disclose it in certain cases to companies, associations and organisations with which the Länsförsäkringar Alliance collaborates, both within and outside the EU and EEA. We may also disclose your personal information to the authorities if we are obliged to do so by law. Details about your non-life insurance may also be disclosed to people in the same household as you.

You can always receive information concerning the personal information that we process about you. Personal information responsibility rests with the company that is specified as the insurer on your offer or your insurance policy or to whom you have submitted your personal information for another reason. General information, such as your name, contact details and information about your commitments, is also used in the Länsförsäkringar Alliance's shared customer register. All of the companies in the Länsförsäkringar Alliance are jointly responsible for the use of such personal information.

If you want to find out more

If you want to find out more about the insurance, you can either talk to your real-estate broker or contact Länsförsäkringar, Liability insurance. You can also obtain more information by contacting your municipal consumer advice department or the Swedish Consumers Insurance Bureau.

Who is the insurer

The insurer is:

Länsförsäkringar Sak Försäkringsaktiebolag (publ.),

SE-106 50 Stockholm,

Corp. Reg. No. 502010-9681,

Tel: +46 8 588 400 00, Liability Insurance