



Common Compendium

S – Sweden

Review date: 28/07/2023

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Country Code: S

Organisation (s): Green Card Bureau, Guarantee Fund, Compensation Body, Information Centre

1. Basic Information (GCB/GF/CB)

This section is aimed at all three organisations. The questions are repeated three times to be filled out by each organisation

1.1. If relevant, please indicate the name of the organisation that operates as:

Green Card Bureau: Trafikförsäkringsföreningen

Guarantee Fund: Trafikförsäkringsföreningen

Compensation Body: Trafikförsäkringsföreningen

Information Centre: Trafikförsäkringsföreningen

1.2. What is the legal status/form of your organisation? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Guarantee Fund:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Click or tap here to enter text.

1.3. How is the ownership of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. All insurers who are underwriting compulsory MTPL insurance are obliged by law to be members of Trafikförsäkringsföreningen and to contribute to its funding according to their market share of written MTPL insurance in Sweden.

Please answer in your capacity as Guarantee Fund:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. All insurers who are underwriting compulsory MTPL insurance are obliged by law to be members of Trafikförsäkringsföreningen and to contribute to its funding according to their market share of written MTPL insurance in Sweden.

Please answer in your capacity as Compensation Body:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. All insurers who are underwriting compulsory MTPL insurance are obliged by law to be members of Trafikförsäkringsföreningen and to contribute to its funding according to their market share of written MTPL insurance in Sweden.

1.4. How is the membership/governance of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Only insurance undertakings are Member to the organisation

Mixed membership of insurance undertakings and other members

Only Members participate in the governance

Others may participate in the governance

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Guarantee Fund:

Only insurance undertakings are Member to the organisation

Mixed membership of insurance undertakings and other members

Only Members participate in the governance

Others may participate in the governance

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

Only insurance undertakings are Member to the organisation

Mixed membership of insurance undertakings and other members

Only Members participate in the governance

Others may participate in the governance

Other. Please specify. Click or tap here to enter text.

1.5. Is your organisation a VAT liable entity? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: SE802005928601

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Not applicable. We do however declare VAT on handling fee.

Please answer in your capacity as Guarantee Fund:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: SE802005928601

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Not applicable. We do however declare VAT on handling fee.

Please answer in your capacity as Compensation Body:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: SE802005928601

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Not applicable. We do however declare VAT on handling fee.

1.6. For a full overview of your national GCB/GF/CB please provide the link of your website:

GCB: www.tff.se

GF: www.tff.se

CB: www.tff.se

The following questions are only aimed at Guarantee Funds and Compensation Bodies :

1.7. On what legal basis is your organisation authorised to carry out compensation?

Please answer in your capacity as Guarantee Fund:

Please provide the name and date of the law: Trafikskadelagen, (1975:1410), 15th December 1975

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: Trafikskadelagen, into force 20th of January 2003, Lag om ändring i trafikskadelagen (2002:243)

1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation.

Please answer in your capacity as Guarantee Fund:

Yes

No

Please provide further explanations: The Guarantee Fund is to settle claims where trafikskadelagen is applicable and the vehicle is either unidentified or uninsured (lack of valid motor third party liability insurance, MTPL, in Sweden "traffic insurance"). There is a direct right of action against the Guarantee Fund. Often, the MTPL compensation is paid by the victim's insurer, for instance a casco insurer, who then receives a recourse right (subrogation right) against the Guarantee Fund. The main principle of trafikskadelagen is that any personal injury resulting from motor traffic with a motor driven vehicle entitles the victim to compensation. Another main aim of trafikskadelagen is that once the loss has been indemnified by the MTPL insurer/Guarantee Fund it should remain there. MTPL compensation will act as a supplement to social insurance benefits for victims of motor traffic accidents. A feature of the Swedish system for MTPL compensation, as well as for tort damages, is that all benefits from the social insurance scheme and other benefits, for instance from private group insurances, are to be deducted from the compensation from the MTPL insurance and the claimant then receives the net amount after such deduction. The social

insurance scheme does not have a right to recourse for benefits paid, and the same rule applies also if such deductible benefits are paid from other sources than the social insurance scheme.

If the compensation is subsidiary, which entities are excluded? [Click or tap here to enter text.](#)

Please answer in your capacity as Compensation Body:

Yes

No

Please provide further explanations: [Click or tap here to enter text.](#)

If the compensation is subsidiary, which entities are excluded? [Click or tap here to enter text.](#)

2. Applicable law (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

2.1. **Provide the title and if applicable, the number of your national law which forms the basis for making a claim (Road Traffic Act, Insurance Law, Liability Law, etc.)**

Trafikskadelagen (1975:1410)

Skadeståndslagen (1972:207)

Försäkringsavtalslagen (2005:104)

Räntelagen (1975:635)

Trafikförsäkringsförordningen (1976:359)

Trafikförordningen (1998:1276)

Lag (2001:559) om vägtrafikdefinitioner

Förordning (2001:651) om vägtrafikdefinitioner

2.2. **What liability regime do your organisations operate with? Only one option can be selected.**

Fault based liability

Strict liability

Other . Please specify. Strict responsibility for personal injuries. Compensation is payable for all personal injuries to the driver, passengers, or outside parties, such as cyclists or pedestrians, resulting from use of the vehicle in traffic. The right to compensation can be limited only in the case of more extreme types of contributory negligence on the part of the victim, such as an intentional act, gross negligence, or drunk driving. Compensation to the driver or passenger is paid by the motor third party liability insurer of the vehicle in which the person had been travelling, even if the injury is

sustained in a collision with another vehicle. If more than one vehicle is involved the final apportionment of compensation between the motor third party liability insurers is decided based on negligence, or any defects in the vehicles. As for material damage there is a difference between damage to a motor driven vehicle used in traffic and damage to other forms of property. Regarding the latter, the main rule is to compensate based on strict liability. Compensation for material damage caused to another motor driven vehicle used in traffic is paid in accordance with culpability. Damage is compensated if the driver has been negligent or if there was a defective in the vehicle. The damage must have occurred because of the vehicle being used in traffic. There is no presumption of negligence. To receive compensation, the other party's fault must be proven. If liability based on negligence cannot be determined each party bears his own loss. According to the practice of the courts, adjustments are usually made at set 'intervals'; 1/3, 2/3 or the entire amount of the compensation. The victim is entitled to make a claim directly to the motor third party liability insurer. There is no need to claim personal liability of any kind on the part of the owner or driver of the vehicle or any other party. However, the victim still has a right to do so. Anyone that has had to pay damages to the victim acquires the victim's right to motor third party liability compensation up to the amount paid out.

2.3. Are there any restrictions to the activities of your organisations regarding the way the law applies to visitors with regard to:

- Country of residence. Please specify.** Click or tap here to enter text.
- Nationality. Please specify.** Click or tap here to enter text.
- Other. Please specify.** No restrictions

2.4. For what types/categories of motor vehicles is insurance compulsory?

Motor driven vehicles. All registered motor driven vehicles and all other motor driven vehicles when used in traffic.

Are there any exemptions? Please specify. Government vehicles, vehicles classified as bicycles according to national legislation, vehicles intended to be driven by pedestrians, vehicles when used for purposes of competition, training, driving practice, driving displays or similar purpose within an enclosed competition area and motorised tools or implements with a weight in working order of no more than 2 000 kilos which are designed primarily as work tools or implements and are neither registered nor are required to be registered.

2.5. Does the MTPL insurance law apply to private areas?

Yes

No

How do you define a private area according to your national law? Please specify. An area that is not defined as a public place.

2.6. What is the minimum amount of cover required for material and personal injury damage? State the minimum value of sum insured, the date as of which it is in effect from and please indicate whether the limit is per accident or per victim:

300 000 000 SEK per accident Date of effect: 1st of January 1989

2.7. In which cases is an MTPL-insurer permitted by Law to reject/refuse cover for a third party claim? Please specify for the below-mentioned sub-items:

Accident caused by stolen vehicles: Click or tap here to enter text.

Accident caused by drunk driving: Click or tap here to enter text.

Accident caused with intent (for instance homicide, suicide): Click or tap here to enter text.

Accident caused by a terrorist attack: Click or tap here to enter text.

Accident caused by a driver without a license: Click or tap here to enter text.

Other instances: Not applicable

2.8. Does your national law require cover in respect of passengers carried in the vehicle?

Yes

No

Please specify. Driver and passengers are all covered by the vehicle's motor third party liability insurance.

Is there any category of passenger excluded from this cover?

Yes

No

Please specify. Click or tap here to enter text.

2.9. Does your national law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

Yes

No

If yes, what is the nature of the damages to which the time-limit applies? All damages

If yes, what is the specific time-limit? A reasoned offer of compensation or reply to questions raised shall be given within a period of three months from the date the claim was reported. In principle, the insurance indemnity shall be paid not later than one month after the person entitled to the indemnity gave notice of the loss and provided such information as might reasonably be required. If it's clear that the person claiming indemnity is entitled, in any event, to a certain sum, that shall be paid immediately.

2.10. What is the statute of limitation periods (prescription) according to your national law against the MTPL insurer when there is a direct action?

As of 1st of January 2015 different rules applies depending on when the traffic accident took place.

For claims arising from accidents that occurred before 1st of January 2015 the victim must file a lawsuit within 3 years from the date upon which the victim obtained knowledge that the claim could be upheld, and in any case within 10 years from the earliest date upon which the claim could have been upheld.

If the accident has occurred 1st of January 2015 or later a limitation period of 10 years starts from the date of the accident, with the possibility to extend the time limit in individual cases.

The claimant can always make a plaint to court within six months from the day when the insurer informed the claimant that the settlement of claims is finished.

2.10.1. When does the period of limitation begin and when does it expire?

In respect to material damage: see the answer to 2.10 above

In respect to bodily injuries: see the answer to 2.10 above

2.10.2. Are there any provisions in your national law which allow the suspension/extension of the limitation period? How about interruption? Please specify.

Yes, Commencement of Court process.

**2.10.3. Are there special circumstances in your national law regarding statute of limitations?
Please describe in short :**

Claims are not time-barred during an ongoing claims handling process.

Are there any differences for limitation period of liable party? Not when it comes to the liable party to claim compensation for own personal injuries. The same rules apply.

The following questions are only aimed at Compensation Bodies. Please answer in your capacity as Compensation Body:

2.11. Under your legislation, does a victim who has requested compensation under Articles 24 and 25 of the Codified Motor Insurance Directive have the right to remedy against the decision/omission of the Compensation Body?

Yes

No

If yes, please specify (i.e. appeal to administrative authority, judicial review of the latter's decision or action to court directly, i.e., passive procedural legitimacy of the Compensation Body):

The chief rule is that the appeal must be brought to the court. As for claims for compensation for personal injuries one may ask an advisory board for an opinion before the appeal is brought to the court. This opinion is only recommendation. If any of the parties is displeased with the opinion the claim can be brought to the court.

3. Trucks and trailers (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

3.1. Does your national law regulate trailers?

Yes

No

3.2. Liability

3.2.1. If the truck is coupled with the trailer, does liability strictly fall on the truck or is there a division of liability? Please specify.

Liability strictly on the truck. All traffic risks are covered by the insurer of the truck that towed the trailer last before the accident.

3.2.2. Can liability arise in case of an uncoupled trailer in an accident?

Yes

No

If yes, what are the conditions? If the accident is considered to have occurred in traffic with a truck. For instance, if the towing unit has recently parked, the trailer has been disconnected and comes into motion due to how the unit was parked.

3.3. Do trailers need to bear a registration plate in your country?

Yes

No

If yes, please specify the conditions: All vehicles that are registered must bear a registration plate.

3.4. Is the trailer given separate plates or does it bear the same registration plate as the truck?

Yes

No

Please specify. Separate plates

3.5. Does your country have an established practice in determining where (the component parts of) a truck-trailer combination bearing the registration plates of different countries is/are:

- "normally based"

Yes

No

Please specify. Country of the truck

- “originating from”

Yes

No

Please specify. Country of the truck

3.6. Is there an obligation to insure the truck and the trailer separately?

Yes

No

If yes, please specify the conditions/exemptions: Click or tap here to enter text.

3.7. Do trailers need their own Green Card?

Yes

No

Please specify. Click or tap here to enter text.

3.8. If there is no insurance obligation for a trailer in your country but liability is ascertained under the applicable law, does the Guarantee Fund intervene?

Yes

No

Please specify. But it is restricted to situations when the insurance of the truck will not cover the damages.

3.9. If there exists a separate liability, is a claimant obliged to make a claim against either the truck or the trailer?

Yes

No

Please specify. Not applicable

3.10. If there is a division of liability?

Yes

No

If yes, Please specify.

- **the criteria (i.e. joint/several liability, percentage):** Not applicable

- **on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?** Not applicable

3.11. Can the division of risk between truck and trailer be based on any other rules than liability (e.g. such as on the basis of double insurance)?

Yes

No

Please specify. Not applicable

3.12. Who is responsible for the damage to a connected trailer in case of a solo accident?

The towing unit

The trailer

Other.

Please specify. Costs for the vehicle combination's own material damages (damage to the trailer, transported goods incl.) are not covered by the towing truck's motor third party liability insurance.

3.13. Who is responsible for the damage to a connected trailer in cases involving Third Parties?

The towing unit

The trailer

A third party, depending on the situation

Other. Please specify. Damage to a towing unit (truck + trailer) is compensated from the motor third party liability insurance if it can be proven that the driver of another motor driven vehicle was negligent or that the damage was caused by a defective in the other vehicle. However, depending on the situation a third party may be considered as the responsible party and the ultimate debtor (torts claim) in the end.

4. Property Damage – Claims (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

4.1. For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for property damage

4.1.1. How is vehicle damage covered with regards to repair costs?

Compensation is either the cost required to restore the vehicle, or the market value of the vehicle at the time of the accident. The latter if either the vehicle cannot be restored, or if repair expenses are higher than its market value.

Payment is done on a basis of calculation of repair expenses or to cover actual repair expenses on a basis of a repairer invoice. Repairment must be in accordance with the automaker's instructions and only spare parts approved of the automaker are to be used. The claimant receives a repair estimate. The insurer's approval of the suggested repair is required but it is the claimant who orders the repair and receives the invoice.

4.1.2. How is vehicle damage covered with regards to total loss?

The main rule is to apply the market value principle to determine the value of the vehicle. The market value principle starts from the replacement value of the vehicle. Consequential damages are also compensated, for instance for loss of use of the vehicle. The claimant is not required to let the insurer take over ownership of the vehicle to receive compensation from the motor third party liability insurance. If the claimant wants to keep the vehicle its residual value is deducted from its estimated market value at the time of the accident.

4.2. Does the claimant have right to compensation for loss of value for a damaged vehicle?

Yes

No

If yes, Please specify. Compensation for decrease is only paid in special cases. For instance, if the vehicle had been used as collateral for a loan and its value also after repairs is lowered.

4.3. Does the claimant have right to compensation for costs of expert reports?

Yes

No

If yes, Please specify. If costs are deemed as necessary and reasonable.

4.4. Does the claimant have right to compensation for costs of vehicle recovery/rescue and towing a vehicle to a repair shop?

Yes

No

If yes, please specify the criteria: For costs for towing and recovery charges to the nearest garage for repair and only if the costs are necessary and reasonable.

4.5. Does the claimant have right to compensation for the loss of use of a damaged vehicle?

Yes

No

If yes, please specify the criteria: In general a claimant with a privately-owned vehicle is compensated with a fixed amount per day for estimated number of days of repair.

4.6. Does the claimant have right to compensation for costs of hiring another vehicle in case of a damaged vehicle and/or a lump sum as a substitute?

Yes

No

If yes, please specify the criteria: Rental costs may be compensated, but only if there is a special need for a rental car, like for work, excluding saved costs for wear and tear of one's vehicle. And, if deemed as necessary and reasonable.

4.7. Does the claimant have right to compensation for registration fees related to cases where the vehicle is a total loss?

Yes

No

If yes, please specify the criteria: If costs are deemed as necessary and reasonable.

4.8. Does the claimant have right to compensation for costs related to overnight accommodation and meals?

Yes

No

If yes, please specify the criteria: If costs are deemed as necessary and reasonable.

4.9. Does the claimant have right to compensation for pre-financing costs related to a vehicle damage (for instance borrowing money because of an accident)?

Yes

No

If yes, please specify the criteria: If costs are deemed as necessary and reasonable.

4.10. Does the claimant have right to compensation for general costs (i.e. telephone and mailing costs, administrative costs, etc)?

Yes

No

If yes, please specify the criteria: In special cases, and only if costs are deemed as necessary and reasonable.

4.11. Any other instances/cases which are covered?

Yes

No

If yes, Please specify. [Click or tap here to enter text.](#)

4.12. How can the claimant claim recovery for damages if the responsible vehicle is uninsured?

Please specify. File a claim with his own vehicle's motor insurer, or if his vehicle only has motor third party liability insurance or is uninsured, submit the claim to the Guarantee Fund, Trafikförsäkringsföreningen.

5. Personal Injuries and death – Claims (GCB/GF/CB)

For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPPL-insurer for bodily injury. Please specify for each question when applicable.

5.1. Does the claimant have right to compensation for costs of medical treatment?

Yes.

No.

Please specify. Compensation is given for injury-related expenses for public as well as private healthcare actually incurred by the victim and considered as necessary and reasonable. Almost all medical care costs are covered by the national social security system. The social insurance has no right to recovery against the motor third party liability insurance.

5.1.1. Does your national law make a distinction between public and private healthcare?

Yes.

No.

Please specify. [Click or tap here to enter text.](#)

5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident?

Yes.

No.

Please specify. Compensation is given for injury-related expenses actually incurred by the victim and considered as necessary and reasonable. Almost all medical care costs are covered by the national social security system. The social insurance has no right to recovery against the motor third party liability insurance.

5.3. Does the claimant have right to compensation for disability?

Yes.

No.

Please specify. Compensation is determined according to standardized tables based on the victim's age at the time when the distress is permanent, degree of medical disability, a Swedish-determined degree of disability of 1- 99 percent, and if the victim has returned to work after at least 25 percent of a full-time job after the injury. A guiding table for decisions on medical disability from injury is available on the website of Insurance Sweden. The amount of compensation is determined according to standardized tables produced by the Road Traffic Injuries Commission.

5.4. Does the claimant have right to compensation for pain and suffering?

Yes

No

If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify. If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify. The amount of compensation is determined according to standardized tables produced by the Road Traffic Injuries Commission, www.trafikskadenamnden.se, and by Insurance Sweden, www.svenskforsakring.se, and neither age nor gender of the victim is relevant.

5.5. Does the claimant have right to compensation for loss of earnings?

Yes.

No.

Please specify. Compensation for loss of income (and future pension) is based on the real loss of annual income that is attributable to the injury. All benefits from the social insurance (for instance sick pay, occupational injury compensation and other comparable social benefits) are deducted from the compensation from the motor third party liability insurance. Also deducted are any employer's sick pay and any other compensation paid under a collective bargaining agreement or paid by the employer under another scheme. Once these deductions have been made, what remains is the indemnifiable loss.

5.6. Does the claimant have right to compensation for loss of future earnings?

Yes.

No.

Please specify. Compensation for future loss of income and pension is normally determined in the form of an annually calculated annuity, payable until normal pensionable age, and reduced by a certain amount thereafter. If the loss of income is of a small amount or refers to only a limited time, the compensation may be paid in the form of a capitalized lump sum payment. However, compensation must be paid as an annuity if the compensation is of essential importance as a means of support to the victim.

5.7. Does the claimant have right to compensation for loss of dependency (for instance a victim is fatally injured in a traffic accident and leaves a spouse/children behind)?

Yes.

No.

Please specify. Survivors who have a legal entitlement to maintenance by the deceased, or who otherwise are financially dependent on the deceased, may qualify for compensation for loss of maintenance, if there is a genuine maintenance need. This compensation, together with the person's own income and benefits, such as pensions and the like, is required to provide the survivor with the same financial situation as if the accident had not happened. Normally, maintenance is paid in the form of an annually calculated annuity.

5.8. Does the claimant have right to compensation for funeral expenses?

Yes.

No.

Please specify. Compensation is paid to cover normal funeral expenses and reasonable other costs in connection with the death.

5.9. Does the claimant have right to compensation for moral damages (limitations in life, loss of quality, etc)?

Yes.

No.

Please specify. *Disadvantage* covers the consequences of the injury in the form of scarring, malpositions, and other cosmetic defects. As for scarring there are reference cases available on the website of the Road Traffic Injuries Commission. The factors considered are impairment of movement and/or functional impairment of sight, speech, hearing, smell, taste etc. Compensation for *specific inconveniences* covers non-financial damage or loss that more subjectively takes account of the victim's strain at work not covered by the disability table.

Is it part of the pain and suffering according to your national law?

Yes.

No.

Please specify. Compensation for pain and suffering refers to distress during the period of healing.

5.10. Does the claimant have right to compensation in case of aggravation of the damage suffered?

Yes.

No.

Please specify. There is a right to review if the conditions on which the compensation was established have changed in a material way. Having previously been restricted strictly to compensation for loss of income and maintenance, the right to review of injury, loss or damage has been extended as of 2002 to cover all forms of compensation, also including costs and non-financial damage.

5.11. Are relatives/next of kin entitled to compensation (tort, pain and suffering, other)?

Yes.

No.

Please specify. For claims after 1st of January 2002 compensation for pain and suffering is paid for personal injury caused by the death to a person with a particularly close relationship to the deceased, like a parent. The level of compensation is based on case-law and not determined by the standardized tables.

5.12. Any other cases? Please specify.

Not applicable

6. Claims Settlement Procedures – in and out of court (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

6.1. What evidence is considered as acceptable/lawful in your country? More than one of the following options can be selected.

Constat amiable (European Accident Statement)

Police report

Pictures

Witness statements

Medical statements

Other

Please specify in detail: The principles free production of evidence and free evaluation of evidence apply. There are no firm rules according to which certain types of evidence are, or are not, convincing. It is up to the claims handler to assess whether the alleged facts are sufficiently

established on a case-by-case basis. The claims handler shall decide based on all relevant evidence available and will decide on the evidentiary value of any given evidence.

6.2. Out of court settlement

6.2.1. What are the conditions for filing a claim according to your national law? Please specify in detail:

The victim shall file a claim with the insurer of the vehicle which the victim was travelling with. If the accident involves more than one vehicle the insurers will investigate and decide upon liability. Any other party shall file a claim with the insurer of the liable vehicle. The following information is generally requested when filing a claim: registration plate number of the vehicle you travelled with (or the liable vehicle is the victim is a third party), date and place of the accident, details of any injuries, material damage and witnesses (with contact details), contact details of the police authorities (if reported), circumstances of the accident incl. sketches/photos of the accident/damage and the victim's contact details. If another vehicle is involved in the event include information about the other driver's vehicle (registration number, country of registration, make and type), the other driver's driving licence information, contact details and insurance company details.

6.2.2. Do you require proof for the following 3 indicators and please specify in detail (including limitations):

- **Proof of involvement – including the recording/requirement of the accident (i.e police report, constat amiable, etc.)**

Yes

No

Please specify. See the answer to question 6.1 above

- **Proof of damage**

Yes

No

Please specify. See the answer to question 6.1 above

- **Proof of causal link between liability and damage**

Yes

No

Please specify. See the answer to question 6.1 above

6.2.3. Is a visiting victim required to file a report about the accident to the local authorities before returning to the State of residence?

Yes

No

Please specify. [Click or tap here to enter text.](#)

If they fail to do so, does that exclude the visiting victim from filing a claim for compensation?

Yes

No

Please specify. [Click or tap here to enter text.](#)

6.2.4. Which are the conditions according to your national law in considering a vehicle as identified? Please specify in detail.

Not regulated by law. Onus of proof rests (to begin with) with the one claiming that the vehicle is identified.

6.2.5. Are there any other requirements for filing a claim?

Yes

No

If yes, please specify in detail. To file the claim within in the statutes of limitation.

6.2.6. Are legal fees for out of court settlements reimbursed?

Yes

No

If yes, how are these fees assessed/calculated? In more complex personal injuries cases the victim may need assistance from a specialist representative. When such a claim is found indemnifiable, the motor third party liability insurance bears the costs of necessary and reasonable

representation. Compensation of representation costs is reimbursed for reasonable time incurred, according to a specific maximum hourly rate applied in Sweden. Remuneration to the representative is unrelated to the amount of the motor third party liability compensation.

6.3. Court settlements

6.3.1. What are the requirements when filing a claim in relation to civil and/or criminal proceedings? Please specify in detail:

The requirements are much the same whether the claim is handled within a civil case or in a criminal case. The claimant must state the demand, its legal basis and submit evidence for the claim to the court. However, if the claim is handled as part of criminal proceedings the claimant does not have to pay any filing fee to the court. And, if it is a criminal case either the prosecutor or an appointed counsel for the claimant (victim) may handle the claim in the proceedings on behalf of the claimant, free of charge. In a civil case the claimant must pay for filing fees, costs for legal representation and other legal expenses.

The scope of the civil lawsuit sets the boundaries of the judgment the court is expected to issue and its powers to take evidence ex officio are quite restricted. The court will rely only on the evidence offered by the parties and must accept as true the facts that are not in dispute between the parties.

6.3.2. What legal remedies are available (possibility of appeal, etc.)? Please specify in detail:

Possibility of appeal to the Court of Appeal, hovrätten, but a review permit is required. Decisions by the Court of Appeal can be appealed to the Supreme Court (Högsta domstolen), a review permit is required.

6.3.3. How do you handle any costs in connection with proceedings in and out of court and please specify the types of costs (lawyers fee, legal fees, court experts, translation, etc.)? Please specify in detail.

Out of court (arbitration/mediation, etc.) : Handled as costs for claims handling, and any costs deemed as necessary and reasonable considering the circumstances in each individual claim.

In court: .As a rule, the losing party pays the winning party's litigation costs. In civil cases where the value of the claim obviously does not exceed half of the base amount prescribed in the Swedish National Insurance Act compensation for litigation costs may not include other expenses, except for: costs arising from legal advice (restricted to one hour at a time), the application fee, travel and subsistence costs incurred by the party or the party's legal representative in order to attend a court hearing, expenses incurred by witnesses and translation costs. Compensation is

granted only if the costs were necessary to safeguard the interests of the party concerned. For civil cases where the value of the claim exceeds half of the base amount according to the National Insurance Act no such limitations or fixed costs apply. Compensation for litigation costs fully covers the costs of preparing for trial and of representation by the counsel in court, and the costs involved in presenting evidence, if these costs were necessary to protect the party's interests.

6.4. Any other procedure of settlement? Please specify.

The Road Traffic Injuries Commission, www.trafikskadenamnden.se, hears major compensation cases and delivers an opinion on the compensation payable to the victim, all free of charge for the victim. In the following instances the motor third party liability insurers are obliged to refer cases to the Road Traffic Injuries Commission for consideration: compensation during the period of disability, where the degree of medical disability is no less than 10 percent or where the annual loss of income is at least a base amount per year, which is an index-linked amount used in the Swedish social insurance system (the base amount of the year of injury), loss of support for survivors of a deceased person, and review of annuity or lump sum payment in certain circumstances.

7. Involvement of National Guarantee Funds (GF) EEA/Non-EEA

This section is aimed only at Guarantee Funds. Please only provide answers to this section in your capacity as Guarantee Fund.

7.1. In which cases does your National Guarantee Fund intervene (stolen vehicles, intent, etc.)? Please specify in detail. (Article 11 MID).

Uninsured and unidentified vehicles

7.2. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Guarantee Fund? Please specify.

Report the claim, either by using webservices (www.tff.se) or by submitting a claim form in paper format. When submitting the claim, or on request, the victim shall provide any supporting documents which will enable Trafikförsäkringsföreningen to examine whether conditions for compensation are met.

7.3. Can a claimant who is resident in a foreign country make a claim against your National Guarantee Fund? Please specify.

Yes, on the condition that the traffic accident occurred in Sweden, the right to compensation, whether it being for personal injuries or material damage, is not limited to persons residing in Sweden. For instance, traffic accident in Sweden and a person residing in Denmark has sustained personal

injuries whilst travelling with an uninsured vehicle. That person can file a claim against the Swedish Guarantee Fund for compensation.

7.4. Are there any exceptions when handling a claim for uninsured and/or unidentified vehicles (excess, property damage only when bodily injury, severity of bodily injuries, passenger voluntarily entering an uninsured vehicle, other)? Please specify in details.

If the liable vehicle is unidentified indemnity for material damages shall be reduced with an amount equal to 5 percent of the price base amount per year, which is an index-linked amount used in the Swedish social insurance system (the price base amount of the year of injury). This reduction does not apply when compensation is paid for injury to reindeer. If the liable vehicle is uninsured a sum of up to 10 percent of the base amount, depending on the amount of indemnity paid, may be recovered from the person who was liable to have the vehicle insured.

7.5. Does the statute of limitations mentioned above under “Applicable Law” apply for the National Guarantee Fund or are there any exceptions?

Yes

No

If yes, Please specify. No exceptions, the same time limits are applicable.

7.6. Involvement of the Guarantee Fund or any other bodies responsible for insolvencies for protection of victims in case of insolvency of an MTPL insurer? / Insurance Guarantee Scheme

When does this intervention mechanism start its intervention? Only one option can be selected.

- The insurance undertaking is subject to bankruptcy proceedings
- The insurance undertaking is subject to winding up proceedings
- The insurance undertaking has had the authorisation withdrawn
- After withdrawal of the authorisation

Please specify. No such intervention mechanism (yet)

7.7. Stolen vehicles- Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen, excluded from the intervention of the body?

No

8. Involvement of Green Card Bureaux (GCB)

This section is aimed only at Green Card Bureaux. Please only provide answers to this section in your capacity as Green Card Bureau.

8.1. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Green Card Bureau? Please specify.

Report the claim, either by using webservices (www.tff.se) or by submitting a claim form in paper format. When submitting the claim, or on request, the victim shall provide any supporting documents which will enable Trafikförsäkringsföreningen to examine whether conditions for compensation are met.

8.2. Does a claimant resident in a foreign country have a direct right of action against the local Bureau of the country of accident or the agent/ insurer representing the Bureau?

Yes

No

Please specify. If the accident has taken place in Sweden

8.3. Are there any other considerations that claimants should bear in mind? Please specify.

Not applicable