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G Collection AB

Diary number:

DI-2021-7660

Date:

2023-03-06

Decision after supervision according to the Debt Collection Act

- collection of doubtful debts

The Privacy Protection Authority's decision

G Inkasso AB (556564-1106) has violated

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Section 4 of the Debt Collection Act (1974:182) by not having taken sufficient measures for

to check the validity of the claims that are collected for the client

Svenskt Fordonsskydd Ltd and thereby caused debtors unnecessary damage and

nuisance, as well as against

Section 8 of the Debt Collection Act by having taken debt collection measures regarding receivables

from this client when there were probable reasons for claims

were not legally founded or otherwise appeared to be unjustified.

The Privacy Protection Authority assumes that G inkasso AB takes measures to

further improve their procedures in order to avoid participating in the collection of

doubtful debts.

The case is closed.

Statement of the matter

The Swedish Privacy Protection Agency (IMY) has drawn attention to the fact that G Inkasso AB has

collected receivables for the Hong Kong-registered company Svenskt Fordonsskydd Ltd.

IMY has initiated supervision of G Inkasso AB to investigate whether the company has taken reasonable steps measures to ensure that the claims that the company has undertaken to collect have had a legal basis.

Background

G Inkasso has IMY's permission to conduct debt collection activities.

In 2021, IMY received information from, among others, the Swedish Consumer Agency regarding G Inkasso AB as collection agent for Svenskt Fordonsskydd Ltd. In essence, the following emerged i the information from the Consumer Agency and in the judgment announced by the Patent and the market court due to the Swedish Vehicle Guarantee marketing mailings.

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Swedish Vehicle Protection Ltd.

In 2020, the Swedish Consumer Agency became aware of the Hong Kong-registered company Svenskt Fordonsskydd Ltd (hereinafter Svenskt Fordonsskydd). The company ships to

private persons in Sweden and offers factory warranties for vehicles and extension of earlier warranty period, even though the company has no connection with the seller or the vehicle manufacturer. In some cases, mailings have been sent to people whose warranty is still valid applies.

The mailings constitute offers which, according to the Swedish Consumer Agency, can be mistaken for an invoice and mislead the consumer into payment. Whoever signs up for the service becomes bound under certain time.

Since 2020, the Swedish Consumer Agency has received over 800 reports against Svenskt Vehicle protection and have tried to get in touch with the company, to no avail.

On June 4, 2021, the Swedish Consumer Agency decided to bring up Swedish Vehicle Insurance on its warning list. The press release stated the following.

After a large number of notifications and complaints, the Consumer Agency has chosen to place the company Svenskt Fordonsskydd Ltd on the Warning List.

Swedish Vehicle Protection Ltd. is a company registered in Hong Kong that markets vehicle warranties through direct mail marketing.

Since 2020, the Swedish Consumer Agency has received over 800 reports against Svenskt Vehicle Protection Ltd. mainly regarding misleading marketing. Also

The Swedish Consumer Agency's information service Hello consumer has during this period noted a large number of complaints against the company. The reports and complaints have among other things it was about the offers that the company sent out and like many have understood as invoices.

Consumers perceive marketing as misleading for three reasons:

- 1.It says it's an extension of their previous warranty even though they don't have one any connection to the seller or manufacturer.
- 2.For some consumers the information is incorrect as their warranty still applies.

3. Some perceive the "offer" as an invoice as it is not clearly stated that

it is an offer.

The Swedish Consumer Agency assesses that Svenskt Fordonsskydd Ltd. has caused and

still cause consumers significant problems. The authority also finds

that the problems involve an imminent risk of financial damage to

consumers.

The Consumer Ombudsman, KO, has previously taken legal action against another company

– Svensk Fordons Garanti AB (Guarantee for cars in Scandinavia AB in bankruptcy) –

which marketed vehicle warranties in a similar way, but should not

combined with Svenskt Fordonsskydd Ltd.

Because Swedish Vehicle Protection Ltd. is registered in Hong Kong and has not passed

to reach, legal action has become more difficult. The Swedish Consumer Agency assesses that it is

urgent to reach out to consumers and inform them about the problems and that it

the best way to do that is to place the company on the warning list.

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G Inkasso AB is responsible for the Swedish Motor Vehicle Authority's debt collection management. Also

invoice service is included in the assignment. The Consumer Agency was during September-November

2020 in contact with G Inkasso to get information about the collaboration with Svenskt

Vehicle protection. From the letter that the Swedish Consumer Agency sent to G inkasso it was clear among

other that the authority in the supervisory case against Swedish Motor Vehicle Insurance made the assessment

that the marketing contravenes the regulations in, among other things, §§ 8 and 10

the Marketing Act (2008:486) as it is misleading and inappropriate.

The Swedish Consumer Agency also provided the following information in the letter to G collect.

The Swedish Consumer Agency has drawn attention in its supervisory work through notifications the company Svenskt Fordonsskydd Ltd which markets vehicle guarantees, among others other through direct marketing via letters to consumers. The letter is designed in such a way that there is no advertising identification and that it is not clarified in one clear way that it is an offer and not an invoice. Further claims the company in the letter that it is about extending the consumer's protection i another three years because the consumer's factory warranty has expired. Consumers are therefore misled into paying for the service in the belief that it is, in part, about an invoice regarding an agreement entered into, partly that it is a guarantee from the manufacturer of the vehicle.

According to information from the Kronofogden, there are 20 applications for payment orders regarding the Swedish Vehicle Insurance has been submitted. Most have been contested or withdrawn. No outcome has been announced.

Swedish Vehicle Warranty

Swedish Vehicle Warranty (after name change later Garanti för car i Skandinavien AB) made mailings to private individuals in the years 2017 and 2018, which remind them dispatch as described above.

In this case too, the Swedish Consumer Agency received over 800 reports from consumers.

The Consumer Ombudsman considered the marketing to be misleading and improper and sued the company at the Patent and Market Court. The court divided

The opinion of the Consumer Ombudsman. In a judgment from the Patent and Market Court on April 12, 2019, in case no. PMT 13814-18, Garanti för bilar i Skandinavien AB was banned in the event of marketing to consumers, among other things, that, when this is not the case, state that the consumer can extend the warranty for another three years or extend their protection for another three years through a new vehicle warranty when the marketing according to the court was misleading. In the judgment, which also included certain other misleading statements in

its marketing to consumers, the company was sentenced to pay a

market disruption fee of SEK 1.5 million.

G Inkasso AB (then Auktorit Inkasso AB) was responsible for the company's collection management.

According to information from the Kronofogden, with Svensk Fordonsgaranti as creditor,

375 applications for payment orders. Of these, 79 were contested, 237

was recalled and 31 pcs. was written off.

Against this background, IMY has initiated supervision of G Inkasso AB with the aim of reviewing

the company's routines to counter invoice fraud and the like and how the company has

applied the routines in connection with the collaboration with the Swedish Motor Vehicle Safety Authority.

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The company's opinion

The company has submitted a statement and has essentially stated the following.

Procedures for signing agreements on debt collection services

- Certificate of registration from the Swedish Companies Registration Office
- Credit report from UC, Bisnode or Creditsafe
- Check against Swedish Trade's warning list regarding legal entities
- Control of identity document
- Control of the beneficial owner regarding legal entities
- Control of signatories regarding legal entities
- In-depth customer knowledge, KYC, (according to special assessment)
- Signing of agreements via BankID

In order to have good customer knowledge, G Inkasso AB collects data and information

from their clients in a form, including questions about the company's domicile,

beneficial owner, financial situation and the intention of the transactions.

The company's procedures for maintaining good debt collection

- Assessment of whether the claim is justified or not, according to Section 8 of the Debt Collection Act

- Assessment that the client's routines are sufficient to prevent that

unfounded demands are made

Individual examination of the circumstances relating to the claim

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- Checking that the name, organization number/social security number, address are correct in order to

- That no collection action is taken if it appears from the debtor's objection that

- That factual objection from the debtor also entails a waiver of use

ensure the debtor's identity

the claim is unfounded

the summary process.

G Inkasso AB's routines for countering rogue clients are apart from that

a comprehensive check is carried out before contracts with new customers are signed according to above that

in addition ongoing;

- An assessment is made that the client's routines are sufficient to prevent

that unfounded demands are made.

- There is an individual examination of the circumstances relating to claims.

- There is a check against Swedish Trade's warning list.

With regard to the collaboration with Svenskt Fordonsskydd Ltd, G states collection mainly

following.

G Inkasso AB (then Auktorit Inkasso AB) entered into an agreement on 03/06/2020 with Svenskt

Vehicle cover including normal collection, commission collection, follow-up,

invoice service and legal services.

When contacted with the Swedish Consumer Agency on 23 September 2020, the Swedish Consumer Agency had

received 22 reports against Swedish Motor Vehicle Insurance. The company thus started a new one individual assessment of Swedish Motor Vehicle Insurance's claims. Following points was investigated:

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- If the offer contained false statements that are covered by the so-called
- If the offer was in violation of the Marketing Act.
- If the company complies with the rules on right of withdrawal according to the Distance Contracts Act.
- If the company's claims are legally founded.

black list.

The individual assessment gave the company the opinion that the Marketing Act and the Distance Contracts Act was/are followed and that Swedish Motor Vehicle Insurance's claims were/are legally established.

In a letter from the Swedish Enforcement Agency on 19 November 2020 informed

The Kronofogdemyndigheten G Inkasso AB that the Kronofogdemyndigheten with consideration to the supervisory case initiated by the Swedish Consumer Agency against Swedish Vehicle Protection did not consider itself be able to handle G Inkasso AB's applications for payment orders within the framework of the summary process when the Enforcement Directorate had reason to assume that the applications were unfounded or unwarranted. The enforcement agency simultaneously notified G Inkasso AB of the applicant's possibility to request the cases handed over to the court for substantive examination of the Swedish Motor Vehicle Authority's claim.

Due to the Swedish Consumer Agency's ongoing investigation, G Inkasso AB chose 26 November 2020 that all ongoing cases would be withdrawn and that none future debt collection cases would be forwarded to the Swedish Enforcement Agency i

waiting for the outcome of the Swedish Consumer Agency's ongoing investigation. G Collection sends in generally no information to debtors when cases are withdrawn from

The enforcement authority, which was also not done in these cases. G Inkasso AB continued after this time to send debt collection claims in new debt collection assignments.

In addition, G Inkasso AB would also like to refer to, among other things, SOU 2015;77 page 329 ff. about what in doctrine that is written about what should apply to putting companies on warning lists.

There are no injunctions, pending cases, or judgments recorded on

The Swedish Consumer Ombudsman or the Swedish Consumer Agency's website

Vehicle protection. Swedish Vehicle Insurance is not listed on Svensk Handels

warning list for rogue companies.

The publication of Swedish Vehicle Protection on the Swedish Consumer Agency's warning list on 4 June

G Inkasso AB became aware of in connection with IMY's request for an opinion on 17

September 2021.

All debt collection claims were then stopped, i.e. on September 17, 2021, and has been placed

on follow-up with the status "under investigation" until further notice pending that

The Swedish Consumer Agency's investigation is concluded or finally determined in court. No disputes receivables are handled within the framework of follow-up by G Inkasso AB.

On 5 October, IMY requested an opinion and clarification from the Swedish Motor Vehicle Safety Authority

routines and answers received October 7, 2021. Regarding the process description of

operations, the company essentially stated the following. The customer receives an offer via

mail about the possibility of extending its warranty. Does the customer want this offer

a payment is made. After this payment is registered, a welcome letter is sent

as well as a warranty certificate for the vehicle the customer has extended his warranty on. New invoices

is then sent out to the customer, depending on the customer's choice of premium. Swedish

Fordonsskydd Ltd has also attached, among other things, copies of the warranty offer,

warranty certificate, general terms and conditions, examples of occasions when the right of withdrawal has been exercised or

compensation paid and statistical data.

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The total number of debt collection cases with Swedish Motor Vehicle Insurance as a creditor has amounted to 3,893, of which 2,556 have been settled, 230 contested and the remaining 1,096 claims stopped and placed on follow-up with the status "under investigation. A caseload that does not in any abnormal way deviate from the normal, which is why G Inkasso AB did not have any particular reason to question the service provision as Swedish Vehicle protection offers.

However, no debt collection cases have been referred to court for substantive review because G Inkasso AB's agreement with the Swedish Enforcement Agency on 26 November 2020 is stuck waiting for the Swedish Consumer Agency's investigation to end or finally determined in court.

Regarding the checks that were carried out before entering into an agreement with Svenskt Vehicle protection is referred to what appears above regarding Routines before signing of agreements and routines to maintain good debt collection.

In connection with the Swedish Consumer Agency contacting the Collection Authority in autumn 2020 AB, a work related to the Swedish Motor Vehicle Insurance was started which, among other things, has meant the following;

1. Dialogue with KO 2020-09-23 – 2020-11-24
2. Individual assessment of the SFS Offer vis-à-vis the Marketing Act as well as EU directive 2005/29/EC 2020-10-27 and the Distance Contracts Act
3. Proof of representative and owner 2020-10-28
4. Suspension of measures regarding legal measures KFM (2020-11-26)

5. Proof of company signatory 2020-12-18
6. KYC completed (2021-03-05)
7. Control with the Patent and Market Court 2021-05-05
8. Obtained opinion SFS 2021-10-05
9. Response opinion from SFS 2021-10-07
10. Suspension of claims after reminder processing of the client's claims (New)
11. All ongoing collection cases moved to Follow-up – Under investigation
(New)
12. Automatic monitoring of the Warning List (KO) to the info email. (New)
13. Control by the Consumer Ombudsman and the Swedish Consumer Agency's website about injunctions, pending cases, or judgments registered against the Swedish Motor Vehicle Protection Authority Ltd.

An application for an interim injunction under the Marketing Act, as in the case regarding Svensk Fordonsgaranti, as far as G Inkasso AB is aware, no information has been entered applies to Swedish Vehicle Insurance.

The Swedish Consumer Agency decided on 17 February 2022 to close the case against Svenskt Vehicle protection.

G inkasso AB has subsequently terminated the agreement with Svenskt Fordonsskydd Ltd on 1 February 2022 with termination as of 30 April 2022. G Inkasso AB has in a letter to Svenskt Fordonsskydd Ltd justified the dismissal by saying that G Inkasso AB after a overall assessment considered that they did not have the conditions to achieve sufficient customer knowledge of Svenskt Fordonsskydd Ltd as a client.

G Inkasso AB has stated that from 2021 onwards they have taken a number of measures to to change and improve the company's process functions.

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Justification of the decision

Applicable regulations

Debt collection operations must be conducted in accordance with good debt collection practices. This means that a debtor must not be caused unnecessary harm or inconvenience or subjected to undue pressure or other improper collection action. (Section 4 of the Debt Collection Act). What is good debt collection specified by §§ 5-11 of the Debt Collection Act, of the general advice "Application of the Debt Collection Act" and IMY's practice in debt collection matters.

A collection action should not be taken if there are probable reasons why a claim is not legally founded or if the claim otherwise appears to be unjustified (section 8 of the Debt Collection Act).

According to the preparatory work for the Debt Collection Act, the provision in Section 8 of the Debt Collection Act gives expression to

the principle that debt collection companies should not participate in the collection of questionable receivables. Debt collection companies must try to limit the risk as far as possible unjustified demands. Admittedly, debt collection companies cannot be required to investigate in detail the basis of each claim, but whether of submitted documents or under the course of the proceedings shows that a claim lacks a legal basis, the debt collection company should no longer deal with the matter. In such a situation, the company should therefore reject the debt collection assignment or, if it turns out at a later stage that the payment claim is unwarranted, waive it (prop. 1974:42 pp. 78 and 111).

In IMY's general advice, it is stated regarding control of the basis for claims under one ongoing collaboration that there can be a simplified review of claim documents at one large influx of cases concerning a certain type of claims, but that new clients should be checked more carefully (p. 19).

In the general advice, it is further stated that if several debtors direct the same objection against

a certain client's claim, for example that a product or service has not been ordered,

there are often reasons for the collection agent to question whether the claim has a legal basis.

Under such circumstances, the agent should not undertake/resign the assignment (p. 21).

Furthermore, it appears that debt collection companies should respect a debtor's wish to receive one

matter relating to a substantively disputed claim finally settled. In that situation should

the debt collection company does not monitor the claim but instead obtains an execution title or

write off the case. If the claim is disputed and there is no enforcement title, it is justified that

monitor a claim first if the debtor clearly lacks the ability to pay

(p. 40).

The Swedish Privacy Authority's assessment

IMY believes that the principle that debt collection companies should not participate in the collection of

Doubtful claims entail an obligation for the debt collection company to take reasonable measures

to make sure that the claims that the company undertakes to collect are legal

basic.

A debt collection company that is faced with starting a collaboration with a new client should

therefore always familiarize yourself with the prospective client's operations and routines.

In addition to collecting information from the client himself, the debt collection company should

own controls to assess the nature of the client's operations. Such

checks can, for example, show whether the client appears at the Swedish Consumer Agency

or Svensk Handel's warning list, if it has been the subject of action by someone

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authority and what is written about it on the internet in general. The company should further i

this initial stage make a general check of the basis of the presumptive

the client's claims.

In the event that the debt collection company at the initial check suspects that the client's business is not entirely serious but is nevertheless considering starting one cooperation, the debt collection company should take additional control measures to live up to what IMY considers it a good collection asset. Depending on what has arrived at it initial check, it may for example be appropriate to have a dialogue with the client about how it reacts to what has come to light or to contact any authority.

If doubts remain about the client's seriousness, then the debt collection company should, for to live up to a good debt collection agreement, not to enter into any cooperation with it the client. Instead, the collection agency considers that what was revealed at the initial the control is sufficiently investigated and that there is generally a legal basis for it the client's claims, the collaboration can begin. Even in that case, however, should the debt collection company to a greater extent than otherwise check the basis of that client's receivables before collection measures are taken and be extra responsive to reactions from the claimants or other circumstances that give reason to carry out further checks to assess the validity of the claims.

In the matter, it has emerged that G Inkasso AB performs initial checks on clients at a new collaboration. As far as can be seen, these routines have also been applied at the start of the collaboration with Swedish Vehicle Insurance. In the case, however, it has emerged that there were circumstances regarding the collaboration with the Swedish Vehicle Insurance which, against background of the requirements reported above according to good debt collection oath, should have given G Collection AB reason to take further investigation measures to assess the client's business and the validity of claims in addition to the usual checks. IMY believes especially that the contacts that G Inkasso AB had with the Swedish Consumer Agency in September to November 2020, the large number of complaints to the Consumer Agency, the contact with

The enforcement agency in November 2020 and the Swedish Consumer Agency's decision on 4 June 2021 to add Swedish Vehicle Protection to its warning list should have prompted further controls.

It appears from the case that G Inkasso AB has also taken certain investigation measures due to the information that emerged in the contact with the authorities. IN connection with the fact that the Swedish Consumer Agency contacted the company in autumn 2020 and informed that the authority considered that the letter that Swedish Motor Vehicle Insurance sends battles against the provisions of, among other things, §§ 8 and 10 of the Marketing Act (2008:486) as it is misleading and inappropriate, G inkasso AB made its own assessment that the Marketing Act and the Distance Contracts Act have been followed and that Swedish Fordonsskydd's claims were legally founded. G inkasso AB has no closer justified its legal analysis in this part.

G inkasso AB has also carried out some in-depth investigations during 2020 and 2021, both before and after IMY started current supervision. In a statement to IMY, the company has attached documents obtained in connection with their request on October 5, 2021 clarification of the Swedish Motor Vehicle Authority's procedures. IMY can state that the documents among other things contained examples of the so-called guarantee offers such as Svenskt Vehicle protection had sent out. These letters stated, among other things, the following formulations:

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"New signing of warranty for passenger car with registration number (...)"

"Your factory warranty has ceased to apply to your (...) with registration number (...). You can extend your protection for another five years through a new warranty."

The letters stated the current car model and registration number.

The design of the letters can be compared with the letters that were judged to be misleading marketing according to the Patent and Market Court's judgment on 12 April 2019 in the case No. PMT 13814-18. In the case in question, the following was stated, among other things:

That the marketing conveys the impression of a connection to vehicle manufacturers or general agent and the guarantees these players offer when buying a new car are supported by the notifications to the Swedish Consumer Agency submitted by KO. In a number of the notifications, the notifiers have expressed that they believed the marketing had a connection to the vehicle manufacturer or its general agent. In the goal is, however undisputed that the company has no connection with vehicle manufacturers or general agents and the guarantees issued by them.

The impression of a link to a warranty commitment from the vehicle manufacturer or the general agent is further strengthened by how the marketing as a whole is designed.

In particular, the presence of the claims at the top right of the mailings there can be highlighted it states "Application for extended warranty for your passenger car with registration number (...)" (judgment appendix 1), "Offer to apply for a new warranty for your car with registration number (...)" (judgment appendix 2) and "Offer to apply for new guarantee" (judgment appendix 3).

G Inkasso AB should have been well aware of the above-mentioned judgment when the company also acted as debt collection agent for Garanti för bilar i Skandinavien AB, the company whose marketing was subject to assessment in the case. The fact that G Collection AB was previously a debt collection agent for a company with a similar business structure, there the marketing was considered misleading, according to IMY should further have strengthened G Inkasso AB's reasons for being particularly careful in its assessment of the claim documents from Swedish Vehicle Insurance. IMY considers that G Inkasso AB v this background should have carried out an in-depth review in connection with

initiation of the collaboration with the Swedish Motor Vehicle Protection Agency or, in any case, at the latest in connection with the Swedish Consumer Agency contacting the company in September 2020. This investigation should further, in the light of the Swedish Motor Vehicle Authority's business plan be obvious similarities with the company that G Inkasso AB previously represented and the outcome in the judgment from The Patent and Market Court at least contained an examination of them warranty offers that the company sent.

IMY believes that the letters sent by the Swedish Motor Vehicle Authority have obvious similarities with the letters that were assessed in the Patent and Market Court's judgment and the sentences which was judged to be in violation of the Marketing Act. These letters should G Inkasso AB, according to what is stated above, have last reviewed in connection with the Swedish Consumer Agency contacts with the company during autumn 2020.

The fact that G Inkasso AB made the assessment in October 2020 without clear justification that the Swedish Motor Vehicle Authority's marketing was not in conflict with marketing legislation, despite the Swedish Consumer Agency's information and the one above According to IMY, the reported verdict strongly suggests that G Inkasso AB is not in sufficient extent acted to avoid participating in the collection of questionable

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receivables. It is the debt collection company that is independently responsible for, in light of current and relevant information decide whether a collaboration with a client must be entered into or continue. That there was no injunction, ongoing case, or judgments registered at the Consumer Ombudsman or the Swedish Consumer Agency website concerning Swedish Vehicle Insurance can further be explained by the fact that Swedish Vehicle protection is registered in Hong Kong and has not been reached, which was also stated in

The Swedish Consumer Agency's press release on the occasion of the establishment of Svenskt

Vehicle protection on the Swedish Consumer Agency's warning list.

In an overall assessment, IMY considers that the requirement routines G Inkasso AB has applied i

the collaboration with Swedish Motor Vehicle Insurance meant that G Inkasso AB has taken

debt collection measures when there were probable reasons why claims were not lawful

founded or where claims otherwise appeared to be unjustified.

From G Inkasso AB's opinion, it is further clear that no debt collection cases have been referred to

court for substantive review because G Inkasso AB's agreement with

The enforcement authority on 26 November 2020 was stuck waiting for that

The Swedish Consumer Agency's investigation is concluded or finally determined in court. IMY cannot

see that the agreement that G Inkasso AB refers to, which meant that all

ongoing cases would be withdrawn and that no future debt collection cases would

sent on to the Kronofogdemyndigheten, also meant that G Inkasso AB was

prevented from acting so that the Swedish Motor Vehicle Authority's claim would be subject to

material examination in court by applying for summons in disputed matters. That G

Inkasso AB failed to contribute to the validity of the claims being finally tested in

court, when there were circumstances that gave reason to question the claims

correctness, has also meant but for debtors then disputed claims routinely

put on hold instead of being finally tried in court. G Inkasso AB has not taken either

contact IMY for guidance on what is good debt collection.

In a combined assessment, IMY considers that G Inkasso AB has violated § 4

the Debt Collection Act by not having taken sufficient measures to check

the validity of the claims collected for the client Swedish Motor Vehicle Insurance

Ltd and thereby caused the debtors unnecessary damage and inconvenience and against § 8

the Debt Collection Act by having taken collection measures regarding receivables from this

client when there were probable reasons why claims were not legal

founded or otherwise appeared to be unjustified.

G Inkasso AB has now terminated the agreement with Svenskt Fordonsskydd Ltd and stated that they have taken steps to improve their processes. Among other things, IMY considers against it background not that there are reasons to take any further measures against the company than to point out the above deficiencies. IMY thereby assumes that G Inkasso AB continues to take measures to further improve its procedures in order to avoid to contribute to the collection of doubtful debts.

This decision has been taken by the head of unit Catharina Fernquist after a presentation by the lawyer Evelin Palmér.

Catharina Fernquist, 2023-03-06 (This is an electronic signature)

Copy to

- The Chancellor of Justice

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How to appeal

If you want to appeal the decision, you must write to the Swedish Privacy Agency. Enter in the letter which decision is being appealed and the change you are requesting. The appeal must have been received by the Privacy Protection Authority no later than three weeks from the day you was informed of the decision. The Privacy Protection Authority forwards the appeal to Administrative Court in Stockholm for review, if the authority does not change the decision itself in the way you have requested. The Chancellor of Justice may also appeal the decision to safeguard public interests. However, the time for appeals to the Chancellor of Justice is counted from it day the decision was announced.

You can e-mail the appeal to the Privacy Protection Authority if it does not contain any privacy-sensitive personal data or information that may be covered by secrecy. The authority's contact details appear on the first page of the decision.