Omocom & Qasa Insurance for accommodation rentals Insurance terms and conditions Valid from 01/9/2024

# **Qasa - Accommodation rentals**

## Insurance terms and conditions

The insurance is a mandatory group insurance that is covered by the insurance terms below. Qasa AB, in its capacity as group representative, has entered into a group agreement with the insurer W. R. Berkley Insurance AG, Swedish Branch. Through the group agreement, all of Qasa's customers who rent out housing with Qasa's service are group members and are covered by the insurance in accordance with these insurance terms.

The representative of the insurer and agent in this group insurance is Omocom AB (no. 559097-2377). Omocom AB distributes and administers the insurance on behalf of Berkley and receives commission for this. Omocom AB is under the supervision of the Swedish Financial Supervisory Authority.

All claims handling is outsourced from W.R Berkley Insurance AG to Omocom AB, which in turn may outsource claims handling to Van Ameyde (no. 502032278).

When we use the words 'you' and 'your' in the terms and conditions, unless otherwise stated, we mean the insured. When we use the words 'we' and 'us' we mean Berkley and Omocom.

## **INSURANCE COVERAGE**

## 1. Conditions for the insurance to be valid

The insurance is valid for the accommodation specified in the rental agreement. The following conditions must be met throughout the insurance period. If the conditions below are not met, the insurance is not valid.

- The accommodation must have a valid ordinary insurance policy covering at least fire, water, burglary and liability, such as a home insurance.
- The accommodation must be a rental property, condominium, owner-occupied home, villa, or holiday home.

## 2. Who the insurance applies to

The insurance applies to the insured ("you"), a natural or legal person, who rents out his/her home with Qasa's service and is the owner of the movable. Under the same circumstances, it can apply to others who, with a power of attorney from the owner, tenant or board, have a power of attorney to rent out the home. If the accommodation is a rental property or a condominium, authorization from the landlord or the condominium association is required for the insurance to be valid.

Group members can at any time choose to waive the insurance by notifying Omocom, the group representative or the insurer.

## 3. When the insurance applies

The insurance is valid during the time you have an ongoing rental of your accommodation through Qasa's service.

## 4. Where the insurance applies

The insurance applies to accommodations in Sweden. The insurance does not apply to movable property stored elsewhere than in the accommodation, the ancillary space to the accommodation or on the grounds of the insured accommodation. In this context, ancillary space to the accommodation refers to a basement, garage, storage room, shed or similar space to which the tenant has access during the rental period.

## 5. What the insurance applies to

Section 5.1 lists the property insured and sections 5.2 to 5.5 list the events covered by the insurance. The insurance applies to damage and abnormal wear and tear as described in sections 5.2 to 5.4, which cannot be covered by ordinary insurance and which can be attributed to the rental. If the damage is covered by ordinary insurance and the deductible is higher than the deductible in this insurance, the difference is compensated.

## 5.1 Insured property

The insurance applies to:

• movable property belonging to the accommodation

- visible fixtures and fittings in your home that you own and have paid for
- interior floors including floor coverings, interior walls including wall coverings, ceilings, windows, interior doors, exterior doors and surface-mounted pipes and radiators in the accommodation that only serve the insured accommodation.

Detached buildings and space to which the tenant has access under the renting contract is covered by the insurance if it is included in the regular insurance.

Remember that you must be able to prove what was in the property during the rental period if you need to use the insurance. You can do this by drawing up an inventory list or documenting by taking photos, filming or similar before the start of the rental. Make sure to document pre-existing damage. This way, if something is broken when you return, you know who is liable to pay for the damage, which is a prerequisite for your ability to receive compensation through the insurance.

## 5.2 All risk

The insurance covers damage to or loss of property caused by a sudden and unforeseen external event. Suddenness means that the event causing the damage occurred relatively quickly. Consequently, damage caused by wear and tear and consumption is not covered. Unforeseen means that the event occurred unexpectedly and could not normally be foreseen and therefore the damage could have been prevented. The insurance covers damage caused by the tenant, his/her family members or his/her guests during the stay.

## 5.3 Theft

The insurance covers theft by the tenant, his/her family members or his/her guests during the stay.

## 5.4 Intentional damage

The insurance applies to intentional damage caused by the tenant, his/her family members or guests during the stay.

## 5.5 Loss of rental income

The insurance covers loss of rental income if the accommodation becomes wholly or partially unusable as a result of damage that can be covered by the accommodation's regular insurance or by this insurance. Unusable means, for example, an accommodation that is severely damaged by fire or water. The fact that an accommodation is untidy or that minor repairs need to be carried out is not sufficient for compensation to be paid. Loss of rental income refers to rental periods already booked at the time of the loss. No compensation is paid for the current rental period.

Compensation is paid if:

- the cancelled future rental period has been booked via Qasa.
- the damage on which the cancellation is based has occurred within the insurance period
- the cancellation concerns a rental contract with a start date within six (6) months from the date of the damage.

The insurance covers lost rental income up to a maximum of SEK 3,000 per day for a maximum of six (6) months. The daily compensation cannot exceed the actual loss of rent per day.

## 6. What the insurance does not apply to

## 6.1 Excluded damages

The insurance does not apply to damage:

- which can or could have been covered by ordinary insurance, for example damage caused by fire, water or burglary.
- that cannot be attributed to the rental, for example, damage caused by storms or hail.
- caused by rodents, house bugs or other insects.
- consisting of or caused by abrasion, wear and tear, consumption, self-destruction (such as cracks), other agerelated changes or normal wear and tear.
- resulting from prolonged exposure, such as moisture, rot, fungus, rust or corrosion.
- caused by processing, repair or cleaning carried out by traders.
- on insulating glass which consists only in the leakage of the panes.

- decontamination due to odors caused by smoking, cooking or similar
- flushing of pipes, conduits and drains.
- minor aesthetic differences such as differences in shade, cosmetic defects, and discoloration.
- damage caused by soot from open flames, including from candles.

## 6.2 Excluded property

The insurance does not apply to:

- tenants' property.
- coins, banknotes, stamps, valuables, manuscripts and drawings (including collections) as well as archive documents and computer information.
- cameras and camera accessories.
- computers, mobile phones, tablets, game consoles, headphones and similar with accessories
- piers or outbuildings on someone else's land.
- weapons or parts of weapons.
- jewellery or watches.
- Art.
- tobacco or alcohol.
- antiques.
- already damaged goods.
- live animals.
- consumables and hygiene products
- outdoor fixed installations such as awnings, aerials, lighting and accessories to plot of land
- property not covered by home or holiday home insurance, such as motor vehicles or boats.
- property that requires an additional premium to be covered by home or holiday home insurance.

## 6.3 Third Party Liability

The insurance does not apply to the liability that the user of the service has towards third parties.

## 7. Insurance amount - maximum compensation

Compensation is provided up to the amount of compensation stated in the regular insurance policy. However, a maximum of SEK 1,000,000 per rental. For outdoor movable property, the maximum amount of compensation is limited to SEK 50,000 per rental.

## 8. Deductible

The excess is SEK 2,500 for each rental and is deducted from the remuneration.

## 9. Safety precautions and special conditions

You must ensure that the following safety precautions and special conditions are observed:

- Respect the provisions of the Qasa Terms of Use which can be found on the Qasa website.
- Carry out reasonable checks and inspections of the property's water and plumbing systems, fireplaces and locking devices before each rental.
- Provide instructions and manuals that may be useful to the tenant.
- Observe the safety precautions, due diligence requirements and special conditions specified in the regular insurance policy.

Failure to comply with safety precautions and special conditions may result in a reduction or cancellation of compensation.

## 10. In the event of a damage

## 10.1 Notification of damage

Damage must be reported to Omocom as soon as you become aware of the damage. Bear in mind that the longer the period between the damage and the notification of the claim, the more difficult it is to prove that the damage occurred during the rental period. If you have the possibility to limit the damage so that it doesn't get worse, you should always do so. The report is made via Omocom's digital claim form.

In the event of damage, you must submit the following:

- a fully completed claim form
- a copy of the police report in case of theft or other crime
- copies of receipts or other documentation for damaged or stolen property
- pictures of damaged property

If you have any questions, you can contact Omocom by e-mail hello@omocom.insurance or by phone +46 8 520 278 70.

### 10.2 Co-operation in the settlement of claims

You must co-operate as much as possible to ensure that the claim can be settled as soon as possible. In particular, you must provide information and documentation that may be relevant to the settlement of the claim. In particular, you must answer the questions asked by the adjuster. If the insurer suffers loss as a result of your failure to co-operate, your compensation will be reduced according to what can be considered reasonable under the circumstances.

### 10.3 Inspection of damage

The insurer is entitled to have the loss inspected. We therefore ask you to keep the property until the claim is settled unless otherwise notified.

### 10.4 Incorrect information in connection with a claim

If you or any other person claiming compensation after a loss has deliberately or through gross negligence misrepresented, concealed or disguised anything of importance to the assessment of the right to compensation under this insurance, the compensation may be reduced or not be paid at all.

### 10.5 Right of recourse

Once the insurer has paid compensation for loss or damage, the insurer assumes your right to claim compensation from anyone who is liable to you for the loss or damage.

### 10.6 Ownership of compensated property

Unless otherwise agreed, the insurer assumes ownership of the compensated property. You must contact us immediately if the compensated property is recovered.

## 11. Valuation and remuneration rules

We will reimburse your financial loss according to the rules below. We will only pay you for loss or other inconvenience caused by the fact that the property could not be used if we have specifically agreed to do so. Valuation is made without regard to sentimental value.

Depending on the circumstances, compensation may be paid by

- repair to restore the function
- cash compensation
- replacement (i.e. purchase of identical or nearly identical items)
- restoration of a part of the building or fixtures.

We have the right to determine the form of compensation to be paid. We also have the right to decide where to buy the item or who to contract to carry out the repair or restoration.

For repairs, you should contact a trusted repairer and get a quote for our approval. You as the owner must order and approve or complain about the work carried out. For minor measures, such as self-repair, washing of textiles and minor painting, compensation for own labor may be applicable. Compensation for own work is given at 150 SEK per hour in addition to the cost of materials.

Used and alternative parts should, as far as possible, be used by the repairer or by you for repairs.

If you do not follow our instructions as described above, the insurer's liability is limited to the cost that would have been incurred had the instructions been followed.

## 11.1. Movable property

Property stolen, totally destroyed or otherwise lost is valued in accordance with points 11.1.1 and 11.1.2. If property has been partially destroyed, the damage is valued at the cost of repairing the property. However, the compensation can never be higher than the respective valuation rule for lost property. If the property is not repaired, we consider the loss to be the difference between the market value before the damage and the market value after the damage.

## 11.1.1. Remuneration table for movable property

Items listed in the table below are reimbursed based on the current new price of the item and its age. You will be reimbursed for as much of the new price as shown in the table.

Remuneration table	Less	6	1-2	2–3	3–4	4–5	5-6	6-8	7–10	10 yrs
	than 6	mths	yrs	orm						
	mths	– 1 yr								more
Furniture and garden furniture	100	100	100	85	75	65	50	40	30	20
Musical instrument	100	95	85	70	65	60	55	45	30	20
Bicycle, cycle trolley and electric scooter	100	95	85	65	45	25	20	20	20	20
Hand tools	100	90	70	60	50	40	30	20	20	20
Bags, prams, ski and golf equipment, sup	100	95	85	65	45	25	20	20	20	20
boards and sports and leisure equipment										
TVs, home cinema systems, computer monitors and media players	100	80	70	50	30	20	20	20	20	20
Home textiles and carpets	100	95	80	70	60	50	35	20	20	10
Motorised garden tools	100	85	75	65	55	45	35	25	20	10
Household goods	100	85	75	65	55	50	40	30	20	20
Household appliances other than domestic	100	80	70	50	30	20	20	20	20	20
appliances										

The above rules also apply to accessories to property listed in the table. The above rules do not apply to items that were not in working order at the time of the damage. Nor do the rules apply if they would lead to an unreasonable result.

## 11.2. Fixtures and fittings, floors, walls, windows and doors

The insurance is valid for restoration within two years of the date of loss. We value the loss at the cost of restoring the fixtures and fittings or part of the building without delay.

Age deductions are made from the restoration costs for materials and labour for each part of the building or part thereof in accordance with compensation table 11.2.1 below. Age deductions are also made for building elements not listed in the table. The age of the building element is calculated from the time it was first put into use.

In addition, deductions may be made if the maintenance of the damaged part of the building has been manifestly neglected or has not been carried out in accordance with the applicable standards and regulations. This also applies to building elements not listed in Table 11.2.1.

If the restoration cannot be completed within two years of the date of the damage due to obstacles beyond your control, the time is counted from the date when the obstacle ceased to exist.

In the event of damage, the building elements and surfaces of the damaged premises are covered. However, adjoining undamaged premises with the same finishes as the damaged premises are not covered.

## 11.2.1. Remuneration table for fixtures and fittings

Remuneration table	Free year	Thereafter, a percentage age deduction is made for each year or part of a year, as follows
Painting and wallpapering of interiors and other wall coverings (not in wet rooms)	5 yrs	8%
Windows, doors and garage doors	10 yrs	5%
Kitchen fittings	10 yrs	5%
Locks	15 yrs	5%
Floor coverings (not in wet rooms)		
- textile	5 yrs	8%
- plastic, linoleum, laminate	10 yrs	5%
- laminated wood (parquet), ceramic tiles	15 yrs	5%
- homogeneous wood	20 yrs	5%
Wet room cladding (including waterproofing)		
- floor and wall carpet (wire welded)	5 yrs	8%
- ceramic tiles, natural stone	10 yrs	5%
- other floor and wall covering materials and painting in wet rooms	2 yrs	10%
Masonry fireplace, tiled stove	25 yrs	2%
Domestic appliances	2 yrs	10%

The table is not applied if it would lead to an unreasonable result. The deduction is limited to 80 per cent for building elements that were functional before the damage.

## **GENERAL CONDITIONS**

## 12. Limitation period

Anyone wishing to claim insurance compensation or other insurance cover must bring an action within ten years of the date on which the event that, according to the insurance contract, entitles him to such cover occurred.

If the claimant has submitted the claim to Omocom within the period referred to in the first paragraph, the time limit for bringing an action is always at least six (6) months from the date on which Omocom has declared that it has taken a final position on the claim.

If an action is not brought in accordance with this paragraph, the right to insurance cover is lost.

## 13. Causing damage

The insurance does not apply if the insured has caused the damage intentionally or through gross negligence. The same applies if they must otherwise be assumed to have acted or failed to act in the knowledge that this entailed a significant risk of the loss occurring.

## 14. General exceptions

## 14.1. Guarantee or similar undertaking

The insurance does not apply to damage for which the supplier or other party is liable by law, guarantee or similar undertaking. However, the insurance applies if the insured can show that the person responsible does not fulfil this.

## 14.2. Fraud, embezzlement, or similar property offences

Compensation is not paid for damage caused by fraud, embezzlement, or similar property offences.

## 14.3. War, terrorism, or riots

Compensation is not paid for loss or damage whose occurrence or extent is directly or indirectly caused by or related to war, warlike events, civil war, revolution, insurrection, riot, terrorism, sabotage, or action by an unauthorized seizure of power.

## 14.4. Nuclear damage

The insurance does not cover damage to property or liability for damages if the damage is directly or indirectly caused by a nuclear process.

## 14.5. Force majeure

The insurer is not liable for loss that may arise if the investigation of damage, payment of compensation or restoration of damaged property is delayed due to

- war, warlike event, civil war, revolution, insurrection or riot.
- labour dispute also applies if the insurer has taken or is subject to industrial action
- confiscation or nationalisation
- requisition, destruction of or damage to property by order of a government or authority.

## 15. Insurer

The insurer is W.R. Berkley Insurance AG, Swedish Branch (org. no 516410-2070), a branch of W.R. Berkley Europe AG.

Postal address: Birger Jarlsgatan 22, 114 34 Stockholm. Website: berkleyforsakring.se E-mail: sverige@wrberkley.com Telephone: +46 8 410 337 00

### 16. Applicable law

In addition to the insurance conditions, the provisions of the Insurance Contracts Act (SFS 2005:104) also apply.

### 17. Personal data

Personal data is processed by both Omocom and Berkley, in accordance with the General Data Protection Regulation (GDPR), other applicable legislation, government regulations and the information on the processing of personal data provided by the respective companies on their website (omocom.insurance and berkleyforsakring.se/data-sakery/). Please contact us if you wish to have the respective company's information sent to you.

Omocom may outsource certain data to a subcontractor in order to optimise its services, particularly in the area of claims management. The subcontractor will then also have access to personal data and will be subject to the GDPR and other data protection rules.

### 18. If we do not agree

### **Review of your case**

### First of all – contact us at Omocom

If you are not satisfied with the decision in a case, you can always have the decision reviewed either by contacting Omocom to clear up any misunderstanding, or by writing to the Complaints Officer at hello@omocom.insurance. See Omocom's website for more information.

Postal address: Birkagatan 1, 113 36 Stockholm. Website: www.omocom.insurance E-mail: hello@omocom.insurance Telephone: +46 8 520 278 70

*General court* In most cases, an insurance dispute can also be brought before a general court.

### Free counselling in insurance matters

Consumers' Insurance Bureau

The Swedish Consumers' Insurance Bureau (Konsumenternas försäkringsbyrå) provides private individuals with independent and free guidance on pensions, insurance and claims settlement, but does not examine individual disputes.

Postal address: Box 24215, 104 51 Stockholm. Website: www.konsumenternas.se Telephone: +46 200-22 58 00

## DEFINITIONS

### Age deduction

Age deductions are made for age and wear and tear. This means that you have to pay part of the standard improvement that actually occurs after a repair when replacing old things with new ones. The main rule is that you should neither gain nor lose from a claim. The closer you get to the time when the building part has to be replaced anyway, the higher the depreciation.

### Antique

A manufactured object 100 years or older, of cultural and historical interest, that is not a work of art or a collector's item.

### Group contract

The contract between the insurer and the group representative which regulates the insurance cover of the group members.

### Group member

Anyone who belongs to a predetermined group that is entitled to apply for or is automatically covered by the insurance. In this case, the group consists of everyone who is a customer of Qasa AB, who rents out their home using Qasa's service and has opted for the insurance.

### Group representative

The party that has entered into the group agreement with the insurer, in this case Qasa AB.

#### Insured

The group member listed on the insurance certificate (see more info under point 2. Who the insurance applies to).

### Insurer

The party that has concluded an insurance contract with the policyholder or group representative and is obliged to pay the insurance compensation in accordance with the insurance contract, in this case W. R. Berkley Insurance AG, Swedish branch.

### Mandatory group insurance

An insurance policy to which a member of a particular group is affiliated.

#### Movable property

Things you have in your home, and includes all physical things you own that are not a permanent part of the home. Examples include furniture, clothing, household goods, and personal belongings in general.

#### Normal wear and tear

Damage resulting from normal use. Examples of normal wear and tear are:

- drill holes for the installation of lamps, shelves and light fittings, for example.
- small scratches in the floor or parquet from furniture
- minor grease stains in kitchens
- smoke odor from tobacco smoking that is eliminated by, for example, ventilation
- minor scratches and/or cracks in sinks, toilets and bathtubs that do not affect the function.
- minor aesthetic differences such as differences in shade, cosmetic defects, and discoloration.
- arising from the normal use of the property
- marks on walls/wallpapers from furniture.

## Plot of land

Land that is adjacent to the insured residential building. For the purposes of this insurance, plot of land refers to land, vegetation, fences, terrace walls, garden steps, flagpoles, freestanding carports of up to 50 m2, pergolas, jetties, charging posts and swimming pools within the plot. Swimming pool also means an outdoor hot tub installed for permanent use.

For every SEK paid in premium, SEK 0,16 goes to Omocom, which handles all technical integration on the platform, insurance design, customer service and claims settlement. The remaining SEK 0,84 goes to W.R. Berkley who is a risk capacity carrier.