

Omocom & Qasa

Insurance for accommodation rentals

Insurance terms and conditions

Valid from 1/4/2023

Qasa – Accommodation rentals

Insurance terms & 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 insurance is distributed via the insurance distributor Omocom AB (Omocom).

The representative of the insurer and agent in this group insurance is Omocom AB (no. 559097-2377). 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).

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 property must have a valid ordinary insurance policy covering at least fire, water, burglary and liability, such as home insurance.
- The dwelling 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.

Housing means tenancy, tenant-ownership, owner-occupied housing and a villa and holiday home.

The insured must have a valid ordinary insurance with at least the extent of fire, water, burglary and liability, e.g. a home / villa / holiday home insurance.

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 property through Qasa's service.

4. Where the insurance applies

The insurance applies to homes within the Nordic region.

5. What the insurance applies to

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 dwelling
- fixed furnishings in the dwelling
- interior floors including floor coverings, interior walls including wall coverings, ceilings, windows, interior doors and exterior doors in the dwelling.

The insurance also covers movable property, fixed furnishings, interior flooring, interior walls, ceilings, windows and doors in a detached building on the plot, such as an accessory building, storage room, garden shed, conservatory, garage, pool roof and greenhouse if the building is insured by ordinary 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. 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 to the home, fixed furnishings and movables caused in the home by the tenant, his/her family members or guests to whom they cannot be reimbursed through the ordinary insurance.

5.5 Loss of rent insurance

The insurance covers loss of rental income if the dwelling becomes wholly or partially unusable as a result of damage that can be covered by the dwelling's regular insurance or by this insurance. 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 could have been covered by ordinary insurance.
- that cannot be attributed to the rental.
- caused by rodents, house bugs or other insects.
- consisting of or caused by abrasion, wear and tear, consumption, self-destruction (such as cracks), other age-related 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.

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.
- 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
- 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.

8. Deductible

The excess is SEK 1 000 for each rental and is paid by the insured person.

9. Safety instructions / precautionary measures and special conditions

You must ensure that the following safety precautions are observed:

- You must respect the provisions of the Qasa Terms of Use which can be found on the Qasa website.
- You, as the landlord, must have carried out reasonable checks and inspections of the property's water and plumbing systems, fireplaces and locking devices before each rental.
- You must provide instructions and manuals that may be useful to the tenant.

Failure to comply with safety regulations 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. 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
- a copy of the decision from your regular insurance policy

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

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. How the damage is regulated

Once you have reported the damage, we (Omocom) will decide how to compensate you. Reimbursement may take the form of repair to restore functionality, replacement or cash compensation. In case of replacement or repair, we have the right to decide where the purchase or repair should be made. We also have the right to determine the repair method to be used.

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 labour 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 the item is not repaired, we will consider the loss as the difference between the market value before the damage and the market value after the damage, i.e. the depreciation.

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.

12. Damage assessment rules

12.1. Movable property

Damage to or loss of property is valued at the cost of restoring the property, taking into account its current value. Fair value means the value of the property, taking into account the age and condition of the property at the time of the damage. The value of the property is determined using available valuation tools such as marketplaces and property valuation services.

The valuation is based on what it would cost in general trade to buy new if the property existed or what it would probably have cost. From that cost, a deduction is made for age, wear and tear, obsolescence and/or other circumstances.

12.2. Fixed fittings, floors, walls, windows and doors

Age deduction is made on the restoration cost of materials and labour for each building element or part thereof according to the compensation table below. The age deduction is made for age and wear and tear. This means that you have to pay a part of the standard improvement that actually occurs after a repair when replacing old things with new ones. So the general rule is that you should neither gain nor lose from damage. The closer you get to the point where the building component has to be replaced anyway, the higher the depreciation. Depreciation is applied to the entire cost of the damage, i.e. both labour and materials. The age of the building component is calculated from the time it was first put into use. The table is not applied if it would lead to an unfair result.

The deduction is limited to 80 per cent for building components that were functional before the damage. In one and the same case of damage, the combined age deductions are a maximum of SEK 105,000.

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

General provisions

13. 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.

14. 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.

15. General exceptions

15.1 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.

15.2. Fraud, embezzlement or similar property offences

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

15.3 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 unauthorised seizure of power.

15.4 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.

15.5 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.

16. 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

17. Applicable law

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

18. 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.

19. If we do not agree

19.1 Reviewing your case

In the first instance – 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 Complaints Board (ARN)

If you have had your case reconsidered and are still not satisfied, you can turn to the General Complaints Board, which examines complaints from private individuals free of charge.

Postal address: Box 174, 101 23 Stockholm

Website: www.arn.se

E-mail: arn@arn.se

Telephone: +46 8-508 860 00

General court

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

19.2. 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

Glossary of definitions

Fixtures and fittings

Fixed furnishings according to Jordabalk (1970:994) Chapter 2 §: "A building includes fixed furnishings and other things with which the building has been equipped, if they are intended for permanent use for the building or part of it, such as fixed balustrades, lifts, handrails, pipes for water, heating, light or other with taps, connectors and other such equipment, heating boilers, elements for heating pipes, stoves, tiled stoves, interior windows, awnings, fire equipment, civil defence equipment and keys.

In addition, in accordance with the first paragraph, the following shall as a general rule form part of a building as regards

1. a dwelling: a bath and other sanitary facilities, a cooker, a heating cabinet and a refrigerator, and a washing or mangling machine."

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 person

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 odour 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, stains, scratches and discolouration.
- arising from the normal use of the property
- marks on walls/wallpapers from furniture.



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For every krona paid in premium, 0,15 krona goes to Omocom, which handles all technical integration on the platform, insurance design, customer service and claims settlement. The remaining 0,85 krona goes to W.R. Berkley who is a risk capacity carrier.