

# Omocom & GoMore

## Insurance terms and conditions

Valid from 2022-06-22

## GoMore – Vehicle Rental

The insurance is a mandatory group insurance that is covered by the insurance terms below. As a group representative, GoMore has entered into a group agreement with the insurer Baloise Assurances Luxembourg SA (Baloise). Through this group agreement, all GoMore's customers who rent and rent out vehicles are group members and are covered by the insurance in accordance with these insurance terms.

### 1. Conditions for the insurance to apply

The insurance shall apply to the vehicle specified in the rental agreement. In addition, the following criteria must be met for the vehicle throughout the insurance period:

- it must be registered in Sweden and not be subject to an off-road notification.
- it must not be registered for commercial use.
- it must be a passenger car or have a maximum total weight of 3,500 kg if it is a light van.
- it must be covered by a motor vehicle insurance policy according to the Road Traffic Registry.
- it must not be subject to a driving ban and must meet all legal requirements to be driven/used in Sweden.
- it must not be older than 15 years (as of the date of registration).
- it must not have a meter reading above 300 000 km.
- it must not have a market value above 1 000 000 SEK
- if the market value of the vehicle is more than 800 000 SEK and the vehicle is less than 5 years old, there must be an activated tracking system during all rentals.
- all conditions via GoMore must be met
- when renting with GoMore Keyless:
  - photo documentation of the car must be made by the rentee immediately after the start and end of the rental.
  - the car key must, both at the time of the start and end of the rental, be placed in a way that it is not visible from the outside.

The insurance shall only apply if the rentee or another approved driver under the rental agreement drives the vehicle. The owner may not drive the vehicle during the rental period.

The rentee and any co-driver in the rental agreement must meet the following requirements to be covered by the insurance:

- be at least 21 years old
- have held a valid driving licence for at least 1 year
- have a driving licence that is valid in Sweden
- have permission to drive the vehicle
- meet all conditions via GoMore
- must be specified in the rental agreement

### 2. Who the insurance applies to

The insurance applies to:

- The vehicle owner. The following section applies to the owner:
  - 5.1 Damage and loss
  - 5.4 Compensation of excess
- The rentee (the primary driver) and any additional driver who is specified in the rental agreement. The following section applies to the rentee:
  - 5.2 Road assistance
  - 5.3 Compensation in case of repair

### 3. When the insurance applies

The insurance shall apply to damage occurring during the period that the insurance is in force (the insurance period). The insurance shall remain in force during the rental period (date and time). If the vehicle is picked up later within the rental period, the insurance shall not start until this pick-up time. If the vehicle is returned earlier within the rental period, the insurance shall cease at this return time. The insurance shall be valid for a maximum of 90 days.

For rentals with GoMore Keyless, the insurance applies from the moment the renter receives notification of the car's location via GoMore. The insurance ends when the rentee locks the car with the app and then is considered returned to the owner.

#### 3.1. Insurance contract renewal

The insurance cannot be renewed.

#### 3.2. Adjustments to rental period

In case of adjustments to the rental period during ongoing rental time, the insurance is valid for the adjusted rental period.

### 4. Where the insurance applies

The insurance shall apply to damage, theft or loss (as defined in section 5. *What the insurance applies to*) occurring within EU/EEA or Switzerland.

### 5. What the insurance applies to

The damages covered by the insurance is limited to those specified in these terms and conditions.

#### 5.1. Damage and loss

The insurance covers:

- The vehicle specified in the rental agreement and the equipment with which the vehicle is serially supplied at the time of manufacture.
- Fixed accessories for the vehicle, i.e., equipment in or on the vehicle which belongs to the vehicle, and which can be considered normal for the vehicle. For audio, visual and navigation equipment it must be designed for being used in the vehicle only.

##### 5.1.1. Theft

The insurance shall cover theft, vehicle theft, robbery and attempts to commit such crimes.

The insurance compensation may be reduced (according to section 9. *Safety regulations*) in the event of theft, vehicle theft, or robbery or attempts to commit such crimes if the vehicle does not have an approved anti-theft device (keys and locks).

The deductible may be increased (according to section 7. *Excess*) for the rentee if a person with access to the key/code uses the vehicle without permission, for example, if a non-registered driver in the company of the rentee chooses to drive off with the vehicle.

#### Note

The terms *theft* (*stöld* in Swedish) and *vehicle theft* (*tillgrepp* in Swedish) are defined in the Swedish Penal Code. *Theft* means that someone unlawfully takes something that belongs to another person with the intention of keeping or selling it. *Vehicle theft* means that someone unlawfully takes a vehicle belonging to another person for the purpose of using it, but without the intention of keeping or selling it. If, on the other hand, someone who has access to a vehicle uses it without permission, it is neither *theft* nor *vehicle theft*.

Instead, it is unauthorised use, which means that someone unlawfully uses another person's vehicle that they already have in their possession.

#### **5.1.2. Rental fraud**

If the rentee has not returned the vehicle to the owner within 30 days of the agreed return date and the whereabouts of the vehicle is unknown, the vehicle and other insured property will be compensated in accordance with section 5.1.1 *Theft*.

When renting with GoMore Keyless, the car should not be locked with the app at the end of the rental period, and thus not be considered as returned to the owner.

#### **5.1.3. Fire**

The insurance shall cover fire, lightning strike and explosion.

#### **5.1.4. Glass**

The insurance covers broken, smashed or cracked windscreens, side windows and rear windows. Stone chips are included in the coverage.

#### **5.1.5. Vehicle/hull**

The insurance covers damage due to traffic accident, intentional damage by third party and damage due to sudden external accident.

The insurance also covers costs up to 10 000 SEK due to misfuelling the vehicle.

### **5.2. Road assistance**

If the vehicle cannot be driven, call RedGo/Falck on telephone number +46 8 731 40 68 for assistance or transport. If the vehicle cannot be repaired on site, it is always transported to the nearest repair garage that can repair it. If the damage cannot be repaired within a reasonable time with regard to the onward journey, the vehicle may be towed to a repair garage closer to the owner's home if the costs is equitable.

The vehicle will always be transported to the nearest repair garage that can repair the vehicle or a repair garage closer to the owner's home if the cost is equitable.

#### **5.2.1. Vehicle transport**

If the vehicle is stolen and recovered, damaged or otherwise out of service, the insurance will pay for towing to the nearest repair garage capable of repairing the vehicle or repair on the roadside if this is not more expensive. Examples of assistance in the event of breakdown include jump start (recharging the 12V battery), changing a tyre or unlocking a car door.

Reasonable travel costs are reimbursed for the collection of the vehicle. Collection of the vehicle must be approved by Omocom in advance.

The insurance also covers transport of the vehicle when the driver suffers an accident, an acute illness or has died and no other passenger in the travelling party can drive the vehicle. The vehicle is then transported to the owner's place of residence in Sweden.

The insurance does not provide compensation for:

- breakdown due to lack of fuel

#### **5.2.2. Passenger transport**

If the vehicle is damaged or stolen, transport of the driver, passengers and any animals to the place where the vehicle should have been returned (the place of return) is reimbursed. The insurance also covers transport of passengers when the driver suffers an accident, sudden illness, or death and no other passenger in the travelling party can drive the vehicle.

Travel to the place of return is reimbursed at the cost of travel by the cheapest means of transport. Instead of travel to the place of return, the cost of further travel to another place may be reimbursed if this is not more expensive.

The insurance does not cover:

- transport of the driver and passengers when the vehicle can be repaired within a reasonable time with regard to the continued journey
- additional cost for transporting goods other than luggage.

### 5.3. Compensation in case of repair

If the vehicle needs to be repaired in a repair garage during the rental time, the rentee will be compensated with 750 SEK per day for a maximum of three days, with start as soon as the vehicle needs to be repaired. Compensation will be paid while waiting for the repair or until it becomes clear that repair is not possible.

### 5.4. Compensation of excess

If a loss or damage eligible for compensation under this insurance has been covered by the vehicle damage guarantee (*vagnskadegaranti*), the excess deducted will be reimbursed.

In the case of traffic damage occurring during rental, the excess of the traffic insurance is reimbursed up to SEK 5 000. The rentee pays only one excess even if both the vehicle's traffic insurance and this insurance need to be used.

## 6. Sum insured

The insurance shall pay compensation up to a maximum of 1 000 000 SEK. For audio, visual and communication equipment, the insurance shall pay compensation up to a maximum of 10 000 SEK. If the safety regulations are not complied with by the owner, the compensation may be reduced (see section 9. *Safety regulations*).

## 7. Excess

The excess corresponds to the repair cost up to 7 500 SEK, which is the maximum excess. If excess reduction has been signed, then the maximum excess is 2 500 SEK. The excess is stated in the rental agreement and shall be paid by the rentee for any damage that occurs during the rental period, except for stone chips that can be repaired.

For stone chips on glass that can be repaired, 5.2 Roadside assistance and 5.3 Compensation in case of repair, the deductible is 0 SEK.

For glass damages, except stone chips on glass, the deductible is 2 500 SEK, irrespective of the excess reduction.

If the safety regulations are not complied with, the deductible may be increased by 100 percent, up to a maximum of 15 000 SEK for the rentee.

## 8. What the insurance does not apply to

### 8.1. Motor third party vehicle liability

Vehicle liability shall be covered by the owner's existing motor vehicle insurance and not by this insurance.

### 8.2. War, terrorism or riot

Compensation shall not be paid for damage whose origin or extent is directly or indirectly caused by or related to war, warlike events, civil war, revolution, rebellion, riot, terrorism, sabotage or action by those in power who have taken power without authorisation.

Acts of terrorism are defined as an act/event that is punishable or causes damage and which appears to have been carried out for the purpose of seriously intimidating a population or unduly forcing public bodies or an international organisation to implement or refrain from implementing a particular measure or seriously destabilising or destroying the fundamental political, constitutional, and economic or social structures of a country or an international organisation.

In no event shall compensation be paid for damage, loss or claims whose extent or origin has directly or indirectly been caused by or is related to or results from the spread or use of biological, chemical, or nuclear substances; nuclear waste or other substances that emit harmful radiation in connection with or as a result of acts of terrorism.

### **8.3. Scratches and normal wear**

Compensation shall not be paid for damage arising from normal use of the vehicle such as unintended scratches.

### **8.4. Fraud, embezzlement or similar crimes**

Compensation is not provided for damage cause the vehicle owner due to fraud, embezzlement, fidelity or similar crimes.

The insurance shall not apply if the owner or any other person not covered by the rental agreement is given access to the vehicle during the rental period.

### **8.5. Force majeure**

The insurer shall not be liable for any loss that may result from any delay in the investigation of damage, payment of compensation or restoration of damaged property due to:

- war, warlike events, civil war, revolution, rebellion, or riot
- strikes
- confiscation or nationalisation
- requisition, destruction of or damage to property by order of government or other authorities.

The reservation regarding strikes shall apply even if the insurer has taken or is subject to strike action.

### **8.6. Nuclear damage**

The insurance shall not apply to damage to property or liability for damages if the damage is directly or indirectly caused by nuclear activity.

### **8.7. Warranty or similar commitment**

The insurance does not apply to defects or damage for which the supplier or other party is responsible by law, warranty, or similar commitment. However, we will pay if the person seeking compensation can show that the person responsible is not remedying or paying. However, the insurance covers the excess of the vehicle damage guarantee according to 5.4 Compensation of excess.

### **8.8. Competition or training for competition**

The insurance shall not apply to competition, any timed activity or training or other forms of driving at speed and stunt-like practice using the vehicle.

### **8.9. Other limitations**

The insurance shall not cover:

- Theft or loss of loose vehicle equipment.
- Damage that existed before the rental started.
- Damage to or loss of items stored or transported in the vehicle.

- Damage consisting of or caused by wear, corrosion, erosion, cold, moisture, dampness or lack of maintenance.
- Machine damage that is limited to the vehicle's mechanical, electrical, or electronic parts of the engine or gearbox, and is related to the wear and tear of the vehicle.
- Part of the additional cost, loss of income or inconvenience because the vehicle cannot be used following damage.
- Damage consisting of or caused by insufficient amounts of coolant, oils, etc.
- Loss of fuel, oils and fluids due to a smaller quantity found in the vehicle at the time of return than at the time of rental.

## 9. Safety regulations

The purpose of following the safety regulations is to prevent and limit damage. The regulations must be followed by the rentee, the vehicle owner and all others who use the vehicle with permission. Failure to comply with the regulations can lead to a reduction or a complete refusal of the compensation, depending on the significance of the damage occurrence and extent. In general, the following shall apply:

- GoMore's terms of use
- The manufacturer's instructions on how to use, maintain and repair the vehicle, its devices, equipment, and attachments must be followed
- The vehicle must not be used in contravention of applicable laws or regulations, e.g., the driver must have a valid driving licence and be sober
- All official laws and regulations must be followed
- When the vehicle is left it must be locked. The key must not be left in the vehicle or nearby and should be stored carefully so that unauthorized persons cannot access it. When renting with GoMore Keyless, the car key, both at the time of the insurance start and end, must be placed so that it is not visible from the outside.
- The vehicle must be handled with care. It must not be used in conditions that place abnormal stress on the vehicle
- The maximum load and maximum towing weight of the vehicle must not be exceeded.
- In case of insufficient documentation, the compensation may be reduced or refused.

## 10. Reporting damage

Damage must be reported to GoMore as soon as it is discovered if the damage affects the driving ability of the car or recorded in the rental contract when the car is returned. The insurance does not cover additional costs incurred if the damage is aggravated as a result of failure to take action. The report should be made via Omocom's claim form which will be distributed by GoMore in case of damage. If you have any questions, please contact +46 8 520 278 70 or email [hello@omocom.insurance](mailto:hello@omocom.insurance). Omocom's claims department is open Monday to Friday 09-17 and is closed on weekends and red days.

In the event of damage, the following shall be submitted:

- the rental agreement
- a completed claim form
- a copy of the police report in the event of theft or other crime
- a copy of the compensation statement from the car damage warranty or the traffic insurance if you have received it

For road assistance, please contact RedGo/Falck on +46 8 731 40 68. Give your name, registration number and cause of damage. Please also inform them that the car is rented via GoMore and insured via Omocom.

### 10.1. Participation in claims settlement

You (owner/rentee) must do your outmost to ensure that the claim is resolved as soon as possible. You must provide information that may be relevant to the settlement of the claim. In particular you must answer the questions put to you by the claims adjuster. If the insurer suffers damage as a result of your failure to cooperate, your compensation will be reduced in accordance with what can be considered reasonable in the circumstances.

### 10.2. Ownership of replaced property

The insurer takes over the ownership of the replaced property unless otherwise is agreed. You should contact us immediately if the replaced property is recovered.

### 10.3. Incorrect information in connection with damage

If you or someone else who claims compensation after damage, intentionally or through gross negligence, have wrongly indicated, withheld, or concealed anything relevant to the assessment of the right to compensation under this insurance, the compensation may be reduced or not paid at all.

## 11. Damage valuation rules

Once you have reported the damage, Omocom will decide how to compensate you. Compensation can be made by repair to restore functionality, replacement or cash refund. In case of replacement or repair, Omocom has the right to decide where the purchase or repair is to be made. Omocom also has the right to determine the method of repair.

In case of repair, you should contact a repair garage you trust and obtain a quote for Omocom's approval. To protect your rights under the Consumer Services Act, you as the owner must order and approve or complain about work performed.

Used and alternative parts should be used as far as possible in repairs.

### 11.1. Depreciation method

The damage valuation amount shall be limited to the vehicle's market value in Sweden immediately before the damage. This shall also apply to parts of the vehicle and insured equipment.

For tyres less than five years old, an age deduction of 20 percent shall be applied for each 10 000 kilometres driven. No compensation shall be paid for tyres more than five years old. If the market value of certain equipment cannot be determined, a new acquisition value shall be applied according to the table below.

Category	Level of compensation as percentage of new price in general trade				
	0-12 months	1-2 years	2-3 years	3-4 years	Then
Property					
Audio, video, and navigation equipment	100%	80%	70%	60%	25%
Battery	100%	70%	50%	25%	0%
Roof box, roof rack and additional lights	100%	70%	60%	50%	20%
Child seat	100%	80%	70%	60%	50%
Alloy wheels	100%	70%	60%	50%	20%

## 12. Limitation period

Anyone seeking insurance compensation or other insurance cover must bring an action within ten years of the date on which the event giving rise to the right to such cover under the insurance contract occurred.

Note: The owner must repair stone chips within 30 days for the insurance to be valid.

If the claimant has submitted the claim to Omocom within the period referred to in the first subparagraph, the time limit for bringing an action shall always be at least six (6) months from the date on which Omocom has declared that they have taken a final decision on the claim.

The right of insurance cover is lost if no action is brought according to this paragraph.

### 13. Right of recourse

As the insurer has paid compensation for damage, the insurer takes over your right to demand compensation from the person who is liable to you because of the damage.

### 14. Insurer

The insurer is Baloise Assurances Luxembourg SA located at 23, rue du Puits Romain – 8070 Bourmicht – Luxembourg.

Omocom is an intermediary and is under the supervision of Finansinspektionen.

Omocom AB, 559097–2377  
Birkagatan 1, 113 36 Stockholm  
Phone +46 8 – 520 278 7

The rentee and the vehicle owner have the right to receive information on request from Finansinspektionen about persons who are directly responsible for the distribution.

Finansinspektionen  
Box 7821  
Visiting address: Brunnsgatan 3, 103 97 Stockholm  
Phone: +46 8–408 980 00

### 15. Premium

### 16. Applicable law

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

### 17. Personal data

Personal data is processed by Omocom, Baloise and GoMore, in accordance with the General Data Protection Regulation (UE) 2016/679 (GDPR), other applicable legislation and government regulations. Personal data processing information is provided by each company on its website (see [omocom.se](http://omocom.se), [gomore.se](http://gomore.se) and [baloise.com](http://baloise.com)). Contact the party you would like to receive the information from.

Each company will be data controller for its own data treatment, Baloise as insurer, Omocom as intermediary, and GoMore as platform owner for the application. Omocom may also subcontract certain tasks to a subcontractor in order to optimize its service, especially in the area of claims management and road assistance. The subcontractor will also have access to this personal data and will be subject to the GDPR and all other regulations concerning data protection.

If third parties such as insurance companies or leasing companies need to be involved to handle the claim, Omocom or its subcontractor will pass on the claim information and personal data required to settle the case.

### 18. If we do not agree

### **18.1. Review of your case**

#### *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](mailto:hello@omocom.insurance). See the Omocom website for more information.

Postal address: Birkagatan 1, 113 36 Stockholm

Website: [www.omocom.insurance](http://www.omocom.insurance)

E-mail: [hello@omocom.insurance](mailto:hello@omocom.insurance)

Telephone: +46 8 520 278 70

#### *The National Board for Consumer Disputes (ARN)*

If you have had your case reconsidered and are still not satisfied, you can turn to the National Board for Consumer Disputes (ARN), which hears complaints from private individuals free of charge.

Postal address: Box 174, 101 23 Stockholm

Website: [www.arn.se](http://www.arn.se)

E-mail: [arn@arn.se](mailto:arn@arn.se)

Telephone: +46 8-508 860 00

#### *The general court*

An insurance dispute can in most cases also be tried by the general court.

### **18.2. Free guidance on insurance issues**

#### *The Swedish Consumers' Insurance Bureau*

The Swedish Consumers' Insurance Bureau provides independent and free advice to individuals on pensions, insurance and claims but does not adjudicate individual disputes.

Postal address: Box 24215, 104 51 Stockholm

Website: [www.konsumenternas.se](http://www.konsumenternas.se)

Telephone: +46 200-22 58 00

## Definitions

### *Cover letter*

The insurance letter which covers a brief summary of the insurance.

### *Group contract*

The contract between the insurer and the group representative, which governs the insurance cover that the group members may apply for. A valid group contract is a prerequisite for individual insurance contracts to be entered into under these insurance terms.

### *Group member*

The person belonging to a predetermined group entitled to apply for insurance. In this case, the group consists of every customer of the group representative i.e., GoMore.

### *Group representative*

The party that has entered into the group contract with the insurer, in this case GoMore.

### *Insurance case*

The event(s) or damage(s) that may be eligible for compensation through the insurance.

### *Insurance contract*

The contract that applies to the insurance, covering application for membership of the insurance, insurance terms in force at any time, any statements of the insurer according to the Insurance Contracts Act (2005:104) and Swedish law in general.

### *Insurance period*

The period for which the insurance is valid and for which the insurance premium has been paid.

### *Insured*

The group member who rents or rents out insured property listed on the cover letter.

### *Insurer*

The company which has entered into an insurance contract with the policyholder and is obliged to pay insurance compensation in accordance with the insurance contract, in this case Baloise Assurances Luxembourg SA.

### *Mandatory group insurance*

Insurance associated with a specific group of which the insured is a member.

### *Policyholder*

The person or platform who has entered into an insurance contract with the insurer, in this case GoMore.

### *Sum insured*

The sum which the insured is entitled to in the event of an insurance case. The insurance is activated upon payment of the insurance premium. For every kroner paid in premium, 20 öre goes to Omocom, who handles all technical integration on the platform, the design of the insurance, customer service and claims settlement. The remaining 80 öre goes to Baloise Assurances Luxembourg SA who is the risk carrier.