Omocom & Qasa

Insurance terms and conditions Valid from 2024-06-01

Qasa – Accomodation rental

Group Insurance Terms

Qasa Oy (3103532-9), registered in Finland, hereafter called Qasa, in its capacity as policyholder, has entered into a group insurance agreement with the insurer (insurance company), W. R. Berkley Insurance AG, Swedish Branch (no. 516410-2070) registered in Sweden. Through the Group Insurance Qasa's customers who rent out accommodation with Qasa's service are as group members insured and covered by the insurance in accordance with these Group Insurance Terms.

The representative of the insurer and agent in this group insurance is Omocom AB (no. 559097-2377), registered in Sweden. The insurance is distributed via Omocom. All claims handling is outsourced from W.R Berkley Insurance AG to Omocom, which in turn may outsource claims handling to Van Ameyde Sweden AB (no. 556470-9078), registered in Sweden.

I. PROPERTY INSURANCE COVER

1. Who is covered by the insurance

The insurance covers the insured ("you"), who rents out an accommodation through Qasa's service. The rental must comply with the owner's and/or the housing company's requirements, as well as legal regulations. The insurance takes effect when you sign a rental agreement via Qasa and enter into a service agreement for the use of the Qasa Service by approving Qasa's Terms and Conditions. The insurance is valid for the accommodation specified in the rental agreement.

2. When the insurance is valid

The insurance is valid for one insurance period at a time in accordance with the insurance policy, until the insurance policy ends between the policyholder, Qasa, and the insurer, W. R. Berkley. The insurance is valid for the insured during the time he/she has an ongoing rental of the specified accommodation through Qasa's service. The insurance also applies during any eviction process provided that the premium has been paid by the policyholder.

3. Where the insurance is valid

The insurance is valid in Finland only.

4. What the insurance covers

4.1 Insured objects

The insurance covers

- movable property (according to 4.1.1 below)
- fixed furnishing (according to 4.1.2 below)

owned by the insured, included in the rental agreement, and located in the accommodation.

4.1.1 Movable property

The object of insurance is the movable property belonging to the insured and included in the rental agreement.

Movable property means common items intended for daily household use and for leisure use, which are mainly used at the place of insurance specified in the insurance policy.

The insurance also covers objects rented or borrowed by the insured from a private individual which, if owned by the insured, would be included in his insured movable property.

4.1.1.1 Limitations

The insurance does not cover:

- tenant's property
- live animals or plants
- motor vehicles, trailers, caravans, other motorised means of transport or their parts and equipment
- boats or their parts and equipment, including rowing boats, canoes, and their outboard motors.
- data, files, programmes, and other materials, such as virtual currencies, contained in computer media or online file

storage.

- scripts, dissertations, theses and similar documents
- art, antiquities and collections
- cash and cash equivalents and securities
- watches, jewellery, articles of gold, silver or other precious metal jewellery, furs, watches and precious or semiprecious gems
- tobacco and alcohol
- weapons or parts to weapons

4.1.2 Fixed interior

The object of the insurance is the fixed furnishing of the accommodation.

The insurance also covers the maintenance obligation, as defined in the Articles of Association or by resolution of the Shareholders' Meeting, applicable to the insured accommodation and imposed on the insured prior to the loss by law or other means binding on him/her, up to a maximum of EUR 5,000. The insurance covers damage to structures, insulation materials or basic systems belonging to the insured accommodation only if they belong to the insured's maintenance obligation. Compensation will be paid up to the maximum compensation for the fixed furnishings of the accommodation.

The insurance does not cover damage caused outside the insured accommodation, for example to a neighbouring apartment or yard.

4.2 Events covered by the insurance

4.2.1 Sudden and unforeseen event (All-risk)

The insurance covers direct material damage resulting from a sudden and unforeseen event. This cover does not compensate for sudden and foreseen insurance events which, according to these insurance conditions, could be compensated for under any other cover below (4.2.2 - 4.2.7).

4.2.1.1 Limitation

The All-risk insurance does not cover damage to movable property as defined in clause 4.1.1.

4.2.2 Fire

The insurance covers sudden and unforeseen direct material damage resulting from

- loose fire, soot, smoke, or fire gases
- explosion
- lightning striking the insured property directly and shattering it mechanically.

4.2.3 Natural phenomena

The insurance covers sudden and unexpected direct material damage caused by high winds or hail.

In addition, the insurance covers sudden and unforeseeable direct material damage to insured movable property and insured fixed furnishings in the insured accommodation, if the damage is caused by exceptional flooding due to heavy rainfall, exceptional river flooding or exceptional seawater flooding and water has entered the building directly from the ground or through permanently installed sewage pipes. In the case of river flooding or seawater flooding, damage caused to the yard area is not covered.

4.2.4 Theft and vandalism

The insurance covers sudden and unforeseen direct material damage resulting from

- theft or attempted theft
- vandalism, which means damage caused intentionally by a third party.
- burglary, which means that someone breaks into a locked building, premises in a building or other place of storage that provides adequate protection due to its construction and strength.
- robbery, i.e. the taking or attempted taking of property where a person has been subjected to violence or the threat of violence.

4.2.5 Leakage cover

The insurance covers direct material damage caused by leakage resulting from the sudden and unforeseen breakdown of a fixed plumbing system, plumbing pipework or related utility equipment in a building.

4.2.6 Electrical phenomenon

The insurance covers direct damage to electrical equipment caused by a sudden and unforeseen electrical phenomenon (short circuit, earth fault and overvoltage).

4.2.6.1 Limitation

The insurance does not cover damage to movable property (4.1.1).

4.2.7 Loss of rental income

The insurance covers loss of rental income related to the rental accommodation entered in the insurance policy when the tenant is partially or fully exempt from paying rent by law. The loss must be a result of a sudden and unforeseen event covered by these insurance terms and conditions.

The insurance does not cover damage caused by normal wear and tear, poor condition of the property or maintenance. The time of the damage and other circumstances must be specified. Damage observed at the same time is considered as one and the same loss, unless proven otherwise.

5. What the insurance does not cover

The insurance does not cover damage caused to the property or object itself as a consequence of

- design, installation, treatment, use or labour errors.
- design, manufacturing, or material defects
- other construction work that contravenes statutes, regulations, or good building practice in force at the time of construction
- that unsuitable or obviously poor-quality parts or materials have been used in its repair or construction.
- construction error
- foundation faults.

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The insurance does not cover damage caused by

- water has entered the structure via connection points between floor drain and elevation ring or via connection points between floor drain, elevation ring and other structures
- water has entered the structure through a gap in the floor drain.
- water has penetrated the vapour barrier or the vapour barrier has not been present.
- melt or rain water from outside has penetrated the structure, such as the foundation, outer wall or roof.
- defrost water from the cooling device has run on the outside of the device.

The insurance does not compensate for damage caused

- by slow-moving events, such as
- corrosiveness or spoilage
 - fungal growth, mould, or rot
- normal wear and tear, material fatigue, condensation, or other similar slow-moving phenomena.
- by material expansion or contraction due to temperature changes
- by odour, such as food odour or tobacco smoke
- by cold, ice, freezing, drought, heat, moisture, frost or movement of the ground, nor by snow or rain, except in the case of damage caused by flooding due to torrential rain or by flooding of watercourses.
- the movement of structures
- by flooding due to natural phenomena, sea state or ice movement; this limiting condition does not apply to damage caused by an exceptional rise in water level due to storm winds prevailing at the place of loss or by exceptional flooding due to torrential rain, exceptional flooding of rivers or exceptional flooding of sea water
- damage to or failure of the municipal or other public water or sewerage system, unless the cause is flooding due to heavy rainfall, flooding of watercourses or flooding of sea water

- by professional blasting, quarrying, piling or other earth moving activities.
- by insects or pests
- by property being lost or forgotten
- the breakage or loss of sports equipment or gear during a sporting or exercise performance
- the breakdown or loss of remote-controlled model aeroplanes, helicopters or the like and their equipment or devices connected to them in the course of flight
- on an internal combustion engine or machine driven by an internal combustion engine for reasons other than the sudden impact of an external factor; however, the insurance covers damage caused by a fire that has broken out.
- through normal scratches or bumps
- by computer viruses or sabotage programmes
- as a result of fraud, embezzlement or similar fraudulent behaviour or breach of contract or as a result of wilful misconduct or gross negligence by the tenant
- from the cultivation of narcotic plants or on equipment and utensils intended for this purpose
- for such a reason that the damage can be compensated on the basis of a special law, guarantee, other commitment or insurance or from public funds.

The insurance does not cover

- damage caused by a pet with its teeth or claws or by urinating, defecating, vomiting or staining
- damage to drawings and documents unless new ones are obtained in their place
- pure financial loss
- loss or damage (e.g. theft) in the case that the insurance event cannot be determined, e.g. with regard to the time and place of the event and other circumstances related to the loss or damage.
- damage to structures for which the housing company is responsible for maintenance
- damage in cases where, in connection with damage to structures under the maintenance responsibility of the housing company, the housing company is also liable for damage to property under the maintenance responsibility of the shareholder.
- flood damage caused to the insured property or damage caused by a rise in water level due to local storm winds insofar as the damage is caused to a building constructed without a legal permit or in violation of a granted permit, or if the damage is caused to property located in such a building.

6. Safety regulations

The safety regulations mention the most common protective measures, which aim to prevent the occurrence of damage or reduce the extent of damage.

The insured and his or her equivalent must ensure that the following safety precautions and special conditions 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, in accordance with clause 5 of the General Terms and Conditions.

7. Insured amount – Maximum compensation

Compensation is provided up to

- EUR 10,000 for each rental period for damage to movable property (4.1.1) and fixed furnishing (4.1.2)
- Maximum of 12 months of rent for loss of rental income (4.2.7). Loss of rental income is limited to the rental(s) through Qasa's service.

8. Deductible

A deductible is deducted from the amount of the compensation. The deductible is

- EUR 400 for each rental period for damage to movable property (4.2.1) and fixed furnishing (4.2.2)
- 50 percent of a month's rent in case of rental loss (4.2.7)

If several objects of insurance are covered under the same insurance event with different deductibles, only the largest excess is deducted. The excess is not deducted for costs of prevention and mitigation of damage.

For damage caused by flooding due to torrential rain, river flooding or seawater flooding that is covered by natural phenomena cover, a deductible of twice the deductible selected for the property is deducted.

9. Compensation for damage

9.1 Reimbursement basis

9.1.1 Direct material damage

The insurance covers direct material damage to the insured object caused by a sudden and unforeseen event during the period of validity of the insurance, in accordance with the insurance cover specified in the insurance policy. The basis for compensation for material damage is the loss directly caused by the damage, which is why a second-hand item is not always compensated at the price of a new item.

Damage to the home is only compensated for the room affected by the damage.

The insurance also covers reasonable costs for preventing or limiting damage in connection with direct material damage. The cost of replacing or serialising a lock is compensated as loss prevention costs only if the key has fallen into the wrong hands in connection with theft, robbery or burglary and there is reason to believe that the risk of loss has thereby been significantly increased.

9.1.2 Limitations on compensation

The insurance does not cover

- a reduction in the value of the property, nor the loss or deterioration of a guarantee or other additional benefit obtained in connection with the purchase due to an insured event or repair work carried out because of it
- reduction or loss of the property's sentimental value
- claims handling expenses or costs, nor costs indirectly related to the damage, such as telephone and travel costs, loss of income or other similar costs
- service and maintenance costs
- modification or standard improvement work or other costs unrelated to the damage; if, in the course of repair, worn, rusty or torn parts have been replaced because of damage, or if other work has been carried out which means that the property can be considered to be in a substantially better condition in these respects, this is taken into account when the final amount of compensation is determined
- additional costs resulting from mandatory government regulations more than those set out above in point 6.1.1.
- costs resulting from transporting or repairing objects, accessories or spare parts in a way that is substantially
 different from normal, for example in the form of overtime or weekend work carried out to save time
- repair costs, to the extent that they exceed the price of the object at the time before the damage occurred
- wear and tear resulting from normal use of the object in connection with the insured event
- change in the energy performance value of the building due to an insurance event or repair work resulting from it, nor the cost of obtaining a new energy certificate.

9.1.3 Loss of rental income

The basis for compensation is damage that fully or partially prevents the use of the accommodation for rent. Compensation requires a rental agreement in force through Qasa's services at the time of the damage. The compensation also applies during any eviction process provided that the premium has been paid by the policyholder.

Compensation is paid until the accommodation has been restored to a condition where it can be rented out. If the repair work or the start of the repair work is delayed, the consequential loss is compensated only for the time it would have taken to repair the material damage using effective repair methods.

Compensation is paid for a maximum of 12 months following a claim. The compensation is based on the actual loss of rent

due to the interruption. Compensation is calculated per day and paid according to the number of actual days of interruption. A month is considered to have 30 days. The prerequisite for compensation is the insured's statement of the time of the interruption in rental income and the actual loss of rent.

The deductible is 50% of the rental income for (1) one calendar month. The rent is taxable income. The withholding tax is taken into account in the reimbursement paid, whereby the scheme for calculating deductions differs from the scheme in condition 10.4.4. If the recipient of the compensation is entitled under the Value Added Tax Act to deduct or receive as a refund in its own value added tax, the value added tax included in the purchase invoices for goods or services resulting from the damage, these value added tax are deducted from the compensation.

The rental income loss cover does not compensate for the loss of rental income for the period that

- caused by repair and/or improvement work that prevents the apartment from being used for living purposes and that is not related to the damage being compensated for
- is to re-let the property when the property is in a condition to be let after the damage.

9.2 Estimating the price of the property and calculating the amount of damage

9.2.1 Fixed furnishing

9.2.1.1 Fixed furnishing

The amount of damage to the fixed furnishing is calculated by first determining the amount of the planned repair costs either by calculation or by means of a contract tender procedure. The plans must include the realisation of the repair measures with modern building components so that the work is carried out with building materials generally available in Finland and with generally applied modern working methods. When calculating the amount of loss, the repair costs do not take into account the increased costs arising from the restoration of building components.

Compensation is paid in two instalments. First, compensation is paid according to the current price. Subsequently, the difference between the new acquisition price and the current price will be compensated after the insurance company has received a statement that it has been repaired or rebuilt. However, the maximum compensation paid is the difference between the actual building costs and the compensation paid at the current price.

The deductions for plumbing and electrical equipment in buildings are applied to plumbing and electrical equipment as specified in clause 9.2.1.2 of the insurance terms.

9.2.1.2 Leakage damage due to burst pipes

In the case of leakage damage, the amount of loss is calculated by making the following deductions from the compensated repair costs according to the age of the leaking pipework, unless otherwise stated in the policy.

Age of the pipe network	Deductions from repair costs for the damage to be compensated
0-29 years	0 %
30-50 years	25 %
over 50 years old	50 %

The deduction is made from the amount of loss covered by the insurance. The age of the pipework is calculated in calendar years from the time the building is taken into use or the pipework is renewed. The first year of use ends at the end of the calendar year, irrespective of the time of year when the pipework was taken into use.

9.2.1.3 Deductions on plumbing and electrical equipment

In the case of damage to pipework and heating, ventilation, and sanitary equipment (HVAC) and electrical equipment (E) in a building, the amount of loss is calculated in such a way that annual age deductions are made from the compensable repair costs as follows:

• building plumbing, electrical cables and wiring 3 %.

• other plumbing and electrical equipment including heating cables 6 %.

The deduction is calculated from the renewal or repair costs of the pipework, plumbing and electrical equipment. These also include the costs of breaking up and sealing structures, digging and filling in soil and related labour costs.

The age of the equipment and pipework is calculated in calendar years from the time the equipment or pipework is put into service or the pipework is renewed. Repair and replacement costs for individual parts of the equipment are deducted according to the age of the entire equipment, even if the individual part is younger. The deduction is not made for the year the equipment was put into use or for the following year. For the purpose of calculating the age deductions, the first year of use is the year in which the device or pipework is put into service. The first year of use ends at the end of the calendar year, irrespective of the time of year the item was put into service. The age deduction is also made for the year of damage. The age deduction is calculated according to the number of years multiplied by the deduction percentage.

9.2.2 Movable property

9.2.2.1 Estimating the price of movable property

The price of movable property is evaluated according to the replacement price of a new object that is equivalent in terms of its characteristics and usability. The replacement price is the price at which the closest equivalent object can be acquired in the place of the damaged object, if this is possible.

9.2.2.2 Calculation of the amount of damage to movable property

The amount of damage to movable property that is no more than five (5) years old is calculated according to the new acquisition price of the corresponding object. However, for the objects or groups of objects listed in the following table, the amount of loss is always calculated according to the table. The amount of loss for other objects that are more than five (5) years old is calculated according to the current price of the object, i.e. the price of a second-hand object. The price of the object decreases as a result of its age, use, neglect of its maintenance or care and the obvious effect of other similar causes.

Repair costs are covered up to a maximum of the amount of damage calculated as described above.

9.2.2.3 Calculation of the amount of damage to specific groups of objects

When replacing the property listed below, annual deductions are made from the replacement price based on the age of the item.

Object	Annual deduction
Consumer electronics and other electronic devices and optical devices and equipment	9%
(but not binoculars or telescopes).	
Smartwatches and equivalent	9 %
Bicycles and electric mobility aids and equipment	9 %
Household appliances	9 %
Other machinery and equipment	5 %
Laptops, tablets and similar devices	20 %
Other computer equipment	15 %
Glasses and sunglasses with strength	15 %
Sports tools and equipment	15 %
Clothing, home furnishing textiles, footwear, bags, backpacks, and prams and strollers	15 %
Mobile phones and equivalent	25 %
Property used or intended for gainful employment and entrepreneurial activity	15 %
(if the percentage of age reduction for the item being replaced is not greater than this).	

The deduction is calculated from the replacement cost of an equivalent new item. The acquisition price of an individual part of an object or device is subject to an age deduction according to the age of the device as a whole, even if the individual part is younger. The deduction is not made for the year the device was put into use. When calculating the age deductions, the first year of use means the year in which the item was put into service. The first year of use ends at the end of the calendar year, irrespective of the time of year the item was put into use. The age deduction is also made for the year of damage. The age deduction is calculated according to the number of years multiplied by the deduction percentage.

For the above-mentioned items, the price always remains at least 10% of the replacement price of a new equivalent item, except for the following groups of items: laptops, tablets and equivalent, other computer equipment, glasses, clothing, home furnishing textiles and footwear, mobile phones and equivalent. For bicycles, the price always remains at least 20% of the replacement cost of a new equivalent bicycle.

For an item purchased second-hand, the maximum compensation is the price of the corresponding second-hand item at the time of the damage.

No deduction is made for repair costs based on an invoice. Repair costs are covered up to a maximum of the amount of loss calculated after deduction of the deductible.

9.2.2.4 Items that are no longer in daily use

By way of derogation from clauses 9.2.2.1 - 9.2.2.3, the amount of loss for movable property no longer in daily use at the time of the insurance event is no more than the current price of the item.

9.3 Payment of compensation

The insurance company will compensate material damage in one of the following ways at its discretion.

Material damage is primarily compensated by paying the costs of repair. Repair means returning the property to the condition it was in before the loss. The insurance company has the right to determine the repairer or method of repair of the damaged object.

Repair costs are compensated according to the price at which the insurance company could have had the property repaired. The maximum amount paid for repair costs is the value of the property before the loss. If the property is not repaired even though it could have been repaired, a sum of money corresponding to the estimated repair costs will be paid as compensation, but no more than the value of the property before the loss.

If the property cannot be repaired or has been lost and not recovered, compensation is paid up to a maximum of the replacement cost of the property immediately before the loss, minus the remaining cost of the damaged property, the age reduction and the deductible.

Alternatively, the insurance company may compensate for material damage by acquiring a similar object for the same purpose or by reimbursing the price at which a similar object could have been acquired (e.g. replacement unit for a mobile phone). The purchase price is reduced by the age reduction and the deductible.

Property reimbursed under the insurance policy becomes the property of the insurance company.

If lost property is recovered after compensation has been paid, the beneficiary shall without delay transfer the property to the insurance company or reimburse the compensation to that extent.

9.4 Other deductions

9.4.1 Effect of the behaviour of persons

The insurance company may reduce or refuse compensation to an insured or a person assimilated to him or her who

- caused the insurance event deliberately or through gross negligence; the same applies to insurance events where the insured's use of alcohol or intoxicants has been a contributory cause of the insurance event (clause 6.1 of the General Terms).
- failed to comply with the safety regulations of the insurance (clause 5 of the Property Insurance Cover and clause 5.1.1 of the General Terms)
- failed to take measures to prevent or minimise damage (clause 5.2.1 of the General Terms of Contract).

Clause 5 of the General Terms specifies which persons are assimilated to the insured person.

9.4.2 Effect of tax legislation

When calculating the amount of compensation, the laws on taxation are considered.

9.4.3 Calculation of deductions

The deductibles and other deductions are deducted from the amount of compensation in the form of successive calculations in the following order:

- the amount of any tax
- deduction based on life expectancy (age deduction)
- deductible
- reduced compensation due to the behaviour of individuals.

II. LIABILITY COVER

1. Who is covered by the insurance

The insured are the owner (landlord) and any other party who rents out an accommodation through Qasa's service. The rental must comply with the owner's and/or the housing company's requirements, as well as legal regulations.

2. When the insurance is valid

The insurance is valid in accordance with the insurance policy for the insured's liability arising from the ownership, possession or maintenance of the accommodation rented through Qasa's service.

3. Where the insurance is valid

The insurance is valid in Finland only.

4. What the insurance cover

The insurance covers bodily injury or property damage caused by the insured, in his/her capacity as the owner of the accommodation or having possession of the accommodation , to another person during the period of validity of the insurance, and for which the insured is liable to pay compensation under applicable law.

5. What the insurance does not over

The insurance does not cover damage,

- suffered by the insured, another insured person or persons living in the same household with them; the insured person's place of residence is considered to be the address recorded in the register of the Digital and Population Data Services Agency.
- resulting from the use of a motor vehicle or motorised device in traffic as referred to in the Motor Liability Insurance Act or equivalent foreign law, or from the use of a boat; nor does the insurance cover loss or damage caused to the aforementioned means of transport in these situations.
- for which the insured is liable solely on the basis of a contract, commitment or promise and for which there would be no liability without these commitments, such as damages, defects or deficiencies discovered in the object of the purchase of a home.
- caused by labour or installation errors
- caused to movable property rented or borrowed by the insured person or someone else on his or her behalf from another private individual.
- caused by wear and tear resulting from normal use of the property or from poor maintenance of the property.
- caused by shower or bath water being prevented from running down a floor drain.
- caused to the fixed furnishings or equipment of the insured's accommodation; the fixed furnishings of a residential apartment refer to property under the shareholder's maintenance responsibility in accordance with Chapter 4, Sections 2 and 3 of the Limited Liability Housing Companies Act (1599/2009), as well as furnishing and improvement work carried out in the apartment.
- caused by the insured carrying out service, maintenance or repair work for a housing or real estate company
- caused by moisture or mould as a result of the construction method, design, installation or construction defect, other property of the building or structure or other permanent circumstance.
- caused by rupture of steel oil containers or their pipes if the containers have not been inspected by a specialised company at least every ten (10) years or the measures and repairs identified in the inspection have not been carried out; containers located in groundwater areas shall be inspected at least every five (5) years.
- that is caused by a reason that is compensable based on a special law, guarantee or other commitment or insurance or from public funds.
- caused by the cultivation of narcotic plants.

6. Insured amount – Maximum compensation

The sum insured is EUR 200,000 and is the maximum limit of the insurance company's liability for each insurance event. Losses resulting from the same act or omission are considered as one and the same insurance event. In each insurance event, the deductible entered in the insurance policy is deducted from the amount of loss or damage compensated.

7. Deductible

A deductible is deducted from the amount of the claim. The deductible is EUR 400.

8. Compensation for damage

8.1 Reimbursement bases

The damage covered by the insurance must have been caused suddenly during the period of validity and the damage must be discovered within one (1) year of the damage being caused.

The insurance also covers the costs necessary to prevent the immediate threat of loss or damage covered by this liability insurance and the costs necessary to investigate liability.

8.2 Limitations on compensation

The insurance does not cover

- the cost of repairing work carried out incorrectly or inadequately or the cost of having to carry out the work again.
- fines, contractual penalties, or other similar sanctions.

8.3 Calculation of compensation

Compensation is calculated based on the Tort Liability Act (1974/412).

In the case of personal injury, medical expenses are reimbursed at the rate of the general public health care fee.

A maximum of EUR 2,000 in treatment costs will be compensated for damage to a pet. In the event of the death of a pet, only the value of the pet is compensated.

In the case of other animals, treatment costs are covered up to the value of the animal, and in the case of death, only the value of the animal.

If the own behaviour of the person, , who has suffered bodily injury or material damage, has contributed to the damage, the insurance covers only the part of the damage for which the insured is responsible.

If several persons are jointly and severally liable for the same loss, the insurance covers only that part of the loss which can be attributed to the insured person or the benefit the insured person may have derived from the loss. Unless the insured proves otherwise, the insurance will cover no more than a proportion of the total loss or damage as determined by the number of persons who caused the loss or damage.

9. Procedures following a damage

The insured must give the insurance company the opportunity to inspect the loss and co-operate in an amicable settlement.

The insurance company will investigate the insured person's possible liability and negotiate with the claimant unless the restrictive conditions of the insurance are applied to the loss. If the insured indemnifies the loss or enters into an agreement or accepts a claim, this does not bind the insurance company unless the basis and amount of compensation are clearly correct.

If the claim results in legal proceedings, the insured must inform the insurance company without delay.

Requirements for the compensation of lawyer's fees and legal expenses

Compensation of lawyer's fees and legal expenses requires that:

- the claim is related to an insured event eligible for compensation under the insurance terms
- the Insured immediately notifies the insurance company if settling the damage requires the use of an external lawyer or will lead to a trial
- the claim report is made to the insurance company before legal proceedings begin
- the insurance company has had the opportunity to appoint an advocate or other lawyer to represent the Insured.

If the insurance company notifies the insured that it is prepared to settle with the injured party, within the limits of the sum insured, for the compensation of the damage, and the insured does not agree to this, the insurance company is not obliged to compensate the costs arising thereafter and does not undertake any further investigations in the matter.

III. LEGAL EXPENSE COVER

1. Who is covered by the insurance

The insured are the owner and the persons permanently residing in his/her household with regard to the ownership, possession or management of the accommodation rented through Qasa's service.

2. When the insurance is valid

The insurance is valid in accordance with the insurance policy and applies only to disputes and legal expenses that may arise from a rental that is or was insured due to it being rented through Qasa's service.

3. Where the insurance is valid

The insurance is valid in Finland only.

4. What the insurance covers

The purpose of the insurance is to reimburse expenses incurred in the use of a legal representative in matters relating to the ownership, possession or management of the accommodation rented through Qasa's service.

The insured must use a lawyer or other legal professional as his/her representative. If the insured does not use a representative at all or uses as his/her representative a person other than a person with a degree entitling him/her to the hold the position of a judge, no compensation will be paid under the insurance.

The insured can use the insurance in matters that can be immediately submitted to a district court.

The insurance does not cover costs in matters dealt with by administrative authorities or specialised courts, such as

- the Administrative Court
- the Insurance Court
- the Supreme Administrative Court.

Neither does the insurance cover costs in matters dealt with by

- the European Court of Human Rights
- the Court of Justice of the European Union
- the Court of First Instance of the European Union.

5. What costs the insurance covers

The insurance covers the insured's necessary and reasonable legal expenses incurred in the use of a legal representative in civil and criminal matters caused by the insured event as follows:

5.1.1 Legal proceedings and petition

The expense incurred by the insured due to use of a legal representative and the presentation of evidence.

If the admissibility of the matter requires a legal act or decision by a certain body or at a certain hearing, the costs are reimbursed from the moment the case is admissible before a district court.

If the matter has been dealt with through legal mediation, the insurance also covers the insured's share of the mediator's possible agent's fees and expenses on a per capita basis in the matter.

5.1.2 Criminal proceedings as a plaintiff

The insured person's legal expenses in the use of a legal representative insofar as the legal proceedings concern the insured person's civil law claims, other than legal expenses, arising from a criminal offence.

5.1.3 As a respondent

Legal expenses for the insured's defence, unless the prosecutor's charge relates to deliberate action, gross negligence or gross carelessness.

If the prosecutor's charge is dismissed by a court decision insofar as it concerns the aforementioned deliberate action, gross negligence or gross carelessness, the costs are reimbursed in arrears.

If the prosecutor's charge is dismissed in its entirety by a court decision, no compensation is paid, as in this case the costs are reimbursed from state funds at the defendant's request in accordance with Chapter 9 of the Criminal Procedure Act (1997/689).

If, as a result of an appeal by the prosecutor, the insured person is convicted in a court of law for a deliberate action, gross negligence or gross carelessness as referred to in this paragraph, defence or legal costs are not reimbursed.

5.1.4 Appeal to Supreme Court

If an appeal to the Supreme Court requires permission to appeal, the insurance only covers the costs of the appeal if permission to appeal has been granted. This condition also applies to cases where the Supreme Court is the first instance of appeal.

Costs for the use of extraordinary legal remedies are only reimbursed if the court has accepted the appeal or reversal of the judgement or restored the lost time.

6. What costs are not covered by the insurance

The insurance does not cover costs incurred by the insured during a case,

- which is of minor importance to the insured
- where the contestation of the claim cannot be proved
- relating to the insured in a capacity other than that of owner, possessor or manager of the property or apartment rented through Qasa's service
- relating to construction, repair or demolition work begun on the property or its buildings before the entry into force of the insurance or rental, related design work, or related contracts, guarantees or securities
- relating to a guarantee, pledge or other obligation in respect of a debt or commitment entered into by another person in the course of his or her trade or profession
- relating to loans granted for the business or professional activity of another person.
- where the counterparties are insured with this insurance
- concerning a credit or claim transferred to the insured, if less than two (2) years have elapsed since the transfer when the dispute arises.
- concerning the defence against criminal charges in court
- relating to a claim for damages or other claim made against the insured based on an act for which defence costs are not covered under paragraph 6 of the terms and conditions
- concerning bankruptcy proceedings
- concerning enforcement, an enforcement dispute as referred to in the Enforcement Code (2007/705) or execution related to enforcement
- concerning proceedings under the laws on company reorganisation or debt restructuring for private individuals or voluntary debt restructuring for farmers under the Rural Industries Act (1990/1295).
- in respect of claims against the insured person, if liability insurance covers the risk of damages
- where legal expenses insurance in connection with motor vehicle insurance covers the costs incurred by the insured.
- treated as a class action
- whether the costs arising from an insurance event notified by the insured person should be reimbursed either in full or in part under this legal expense's insurance.

The insurance does not cover

- the other party's legal costs that the insured has been ordered to pay by a judgement or has undertaken to pay on basis of settlement agreement.
- legal costs, which on the basis of Chapter 9 of the Criminal Procedure Act (1997/689) are to be paid from state funds
- costs incurred as a result of measures taken before the insurance event or of preliminary investigation of the matter or of such investigation or management of a disputed matter as a result of which the insured person also justifiably waives his/her claims against the counterparty

- costs incurred in enforcing a judgement or decision or in taking precautionary measures. However, the costs of
 applying for a precautionary measure are reimbursed if the protective measure relates to a trial that is pending
 when the application for a precautionary measure is made and is being dealt with in the same court as the principal
 matter itself, and if the costs of the principal matter itself are reimbursed under legal expenses insurance.
 However, the costs of enforcing the precautionary measure are not compensated.
- the insured's loss of time, own labour or related costs, loss of income or earnings, travel or accommodation costs. Additional costs arising from a change of legal representative or caused by the insured's own behaviour are also not covered.
- the cost of obtaining a legal expert opinion
- costs of reporting a crime or requesting an investigation or preliminary inquiry in criminal matters
- fees and expenses of arbitrators
- costs of applying for public legal aid.

7. Insured amount – Maximum compensation

We pay a maximum of EUR 10,000 per dispute and rental period.

8. Deductible

The deductible is 20% of the costs, but not less than EUR 400.

9. Compensation of damages

9.1 Reimbursement bases

9.1.1 Insurance case

Reimbursement can be sought in a case involving prosecution or a disputed claim. A claim is considered to be disputed if the claim has been expressly contested in terms of grounds or amount.

There is one (1) insured event if two (2) or more persons insured under this insurance policy are on the same side in a civil, criminal or petition matter, or if they/the insured bring several civil, criminal or petition matter based on the same event, circumstance, act or offence, or if the same or a similar claim is involved, albeit on a different basis.

9.1.2 Date of occurrence of the insured event and period of validity of the policy

The insurance covers insurance events occurring during the period of validity of the insurance (rental period while renting through Qasa's services).

In civil actions and applications, the insured event has occurred when the specified claim presented has been expressly contested either in terms of grounds or amount.

In criminal cases, an insurance event has occurred when the case has been filed either by the arrival of the prosecutor's or the injured party's summons at the district court office or by the prosecutor serving the summons for information.

However, if the insurance has been in force for less than two (2) years when the insurance event occurs, the circumstances on which the dispute, claim or action is based must also have arisen during the period of validity of the insurance.

The period of validity of the insurance includes the time during which this insurance has been continuously in force for the insured person, either alone or consecutively with other legal expenses insurance policies of similar content that have expired. However, if several legal expenses insurance policies are in force at the time of the insurance event, only this policy is included in the period of validity of the insurance.

The corresponding content of an insurance policy means that, in the event of an insured event occurring during the first two years after the entry into force of the policy, compensation is paid for the insured events and in accordance with what would also have been paid under the policies previously in force.

9.1.3 Common interest

If a case involves something substantially different from the insured's private interest or if the insured has to defend a

common interest with persons other than those insured under this insurance, the insurance only covers the part of the costs that can be considered as the insured's share.

9.2 Calculation of compensation

The lawyer and court costs covered by the insurance are determined according to the legal standards for court costs in the Code of Judicial Procedure (1734/4) and the Criminal Procedure Act (1997/689).

If the court has not taken a position on the legal costs or if the parties have agreed on the costs or if the case has been settled by consent, the costs to be compensated shall also be determined by taking into account the costs usually awarded or paid in similar cases. However, the amount of costs to be reimbursed shall not exceed the amount of costs which the court has ordered the other party to pay, unless the court has expressly ordered the insured person to bear some or all of his own costs on the grounds set out in its decision.

A reasonable fee is paid for the legal representative's work and necessary expenses. In determining what constitutes reasonable fees and expenses, the value of the disputed benefit, the difficulty and scope of the case and the amount and nature of the agent's work are taken into account.

However, the amount of the costs to be reimbursed does not exceed the amount of the costs claimed by the insured person from the other party.

If the value of the disputed benefit can be calculated in monetary terms, the insurance covers up to twice the amount of the disputed benefit within the limits of the sum insured stated in the policy. If the dispute concerns a periodic payment, a maximum of ten times the amount of the disputed one-off payment will be taken into account when calculating the amount. When calculating the amount of the benefit, interest and legal costs are not taken into account.

9.2.1 Payment of compensation

The insurance company will reimburse the insured's legal and court costs after the court's judgement has become final or after a settlement has been reached.

A reduction in the insurance company's liability should include the reimbursement of expenses which the insured's counterparty has been ordered to pay or has undertaken to pay to the insured if such reimbursement could be recovered from the person liable to pay.

If the insured has collected the legal costs or if the other party has paid them to the insured or if the insured has otherwise been able to recover them, the insured must reimburse the costs to the insurance company with interest to the extent that the insurance company is entitled to recover them under the terms of the insurance.

If the counterparty has been ordered or obliged to pay the insured expenses which are unpaid at the time of payment of compensation under the insurance, the insured is obliged to transfer his right to compensation to the insurance company up to the amount of compensation paid by the insurance company.

If the insured person has had to pay part of the costs due to the fact that the costs exceed the maximum reimbursement specified in paragraph 9.2, the reimbursement of costs received by the counterparty will be divided between the insurance company and the insured person in proportion to the share of costs paid.

10. Other deductions

10.1 Consequence of the insured's own behaviour

In legal proceedings and settlement negotiations, the insured must claim compensation from the opposing party for his/her legal and court costs. If the insured refrains from claiming his/her expenses from the other party without a justified reason, the compensation paid under the insurance may be reduced or refused in accordance with the Insurance Contracts Act (1994/543).

The insurance does not cover

• costs relating to facts or evidence which are not taken into account by the court because they were submitted too

late

- costs incurred by the insured person or his/her agent in failing to appear in court, in disobeying an order of the court or in submitting a plea which he/she knew or ought to have known to be unfounded, or costs otherwise incurred by them in deliberately or negligently prolonging the proceedings
- costs of legal proceedings which the insured or his/her agent has initiated without the other party's consent or which he/she have otherwise deliberately or negligently incurred unnecessarily
- costs of proceedings in which the insured person's claim has been rejected
- legal costs where the insured's claim has been rejected as time-barred, premature or without legal basis.

The insured is not entitled to confirm the costs incurred in handling the case with binding effect on the company. Any fees and expenses paid by the insured to his/her agent are not binding on the insurance company when assessing the reasonableness of the legal expenses, but the agent's invoice must be sent to the insurance company for confirmation of compensation.

10.2 Consequence of tax legislation

When calculating the amount of compensation, the laws on taxation are taken into account.

10.2.1 Value added tax

If the insured can deduct the value added tax included in the agent's invoice or in the legal costs in his/her own taxation, the share of the tax is deducted from the insurance compensation. The agent's invoice should be addressed to the insurance company.

10.3 Calculation of deductions

The deductible and other deductions are deducted from the amount of the claim in the form of successive calculations in the following order:

- 1. the amount of any tax
- 2. deductible
- 3. any reduction in compensation resulting from the insured's behaviour.

IV. GENERAL TERMS AND CONDITIONS

These general terms are based on the Insurance Contracts Act (543/94). Provisions of the Insurance Contracts Act that are not presented below also apply to the insurance contract.

According to the Insurance Contracts Act the provisions listed in section 4 of the Act apply to group insurance. The rights and obligations between the insured member of the group, other persons entitled to insurance compensation and the insurance company are determined on the basis of the provisions of the Act, the insurance policy and the group Insurance terms. As regards these entities, the provisions on group insurance in the Act are mandatory. The provisions of the Act concerning group insurance are not mandatory between the policyholder and the insurance company.

1. The insurance contract

1.1 Entry into force of the insurance contract

The insurance takes effect when one party has submitted or dispatched an accepted reply to the other party's tender unless a specific starting date has been agreed.

The insurance starts on the first day specified in the rental contract, provided that the insurer has been notified.

1.2 Validity of the insurance contract

The insurance contract is continuous unless the parties have agreed that it is fixed in time. After the end of the first insurance period, the insurance contract is valid for one agreed insurance period at a time, unless the Policyholder or the insurance company cancels the contract or it ends for other reasons. The insurance company shall notify the insured of the termination of the insurance contract in a manner deemed fit in the circumstances. From the insured's standpoint, the insurance is valid for as long as he/she is a member of the group as set out in the insurance terms.

2. Information during the contract period

2.1 The insurance company's duty to inform

After concluding an insurance contract, the insurance company provides the policyholder with the insurance policy and the insurance terms and conditions. During the validity of the insurance, the insurance company sends the policyholder an annual insurance policy.

2.2 Information to be disclosed on group insurance

If the terms and conditions of a group insurance contract include a provision to the effect that the insurance company keeps a list of persons who are covered by the insurance, the insurer shall, as soon as the contract takes effect and at reasonable intervals thereafter, dispatch the persons insured details of the scope of cover, major exclusions, obligations of the insured under the contract and how the validity of cover is dependent on the fact that the insured is a member of the group mentioned in the contract. If no list of insured persons is kept, the above mentioned information shall be given to the insured in a manner deemed fit in the circumstances.

If the insurance company or its representative has failed to give the insured the necessary information on the insurance or has given incorrect or misleading information, the insurance contract is considered to be in effect for the benefit of the insured to the effect understood by the insured on the basis of the information received. This does not, however, apply to information given by the insurer or its representative on compensation or benefits payable after the occurrence of an insured event.

2.2 The insured's and policyholder's general duty of disclosure

The policyholder and insured must notify the insurance company or the representative of the insurance company of any changes in the information provided when the insurance was taken out or recorded in the insurance policy. The notification must be made as soon as possible, but no later than one month after the change.

2.2.1 Consequences of negligence

If the policyholder has intentionally or through negligence, which cannot be considered minor, neglected his/her duty of disclosure when the risk has increased, the indemnity for non-life insurance may be reduced or refused.

Compensation is reduced if, due to incorrect or incomplete information provided by the policyholder or the insured, the premium has been agreed at a lower amount than would have been the case if correct and complete information had been provided. Compensation is reduced according to the ratio between the agreed premium and the premium calculated on the basis of the correct and complete information. However, minor discrepancies in insurance premiums do not entitle the insured to a reduction in compensation.

3. Obligation to prevent and minimise damage

3.1 Obligation to comply with safety regulations

3.1.1 Property insurance

The insured must comply with the safety regulations. If the insured has intentionally or through negligence that cannot be considered minor failed to comply with the safety regulations, the compensation payable to the insured in the event of a loss may be reduced or refused altogether.

3.1.2 Liability insurance

Under liability insurance, compensation is not reduced or denied because of the insured's negligence. However, if the insured has wilfully or through gross negligence failed to observe safety regulations or if the insured's use of alcohol or intoxicants has contributed to the failure, compensation may be reduced or denied.

Even if the insured has failed to comply with safety regulations through gross negligence, or if the insured's use of alcohol or intoxicants has contributed to the negligence, the insurance company will nevertheless pay to the injured natural person that part of the compensation which the injured person has not been able to recover because the insured has been declared insolvent as a result of enforcement or bankruptcy.

3.2 Obligation to prevent and minimise damage

3.2.1 Property insurance

When an insured event occurs or is likely to occur in the near future, the insured must take measures to prevent or limit the loss, participate in the investigation of the loss at the scene of the loss and contribute to the investigation of the cause of the loss.

The insured is obliged to take steps to preserve the rights of the insurance company, for example by helping to investigate the possible culprit and the names of witnesses.

The insured must notify the insurance company of the insurance event as soon as possible and, in the case of a criminal offence, also the police. Fire and deer damage to a vehicle must always be reported immediately to the police. A police investigation must be carried out at the request of the insurance company and the perpetrator of the offence must be punished.

The insurance company must be given the opportunity to inspect the damage before the damaged property is repaired or destroyed.

If an insured person has intentionally or through negligence that cannot be considered minor failed to fulfil his/her duty to prevent or limit damage, his/her compensation may be reduced or refused altogether.

3.2.2 Liability insurance

Under liability insurance, compensation is not reduced or denied due to the insured's negligence. However, if the insured has wilfully or through gross negligence neglected his/her duty to rescue, or if the insured's use of alcohol or intoxicants has contributed to the neglect, compensation may be reduced or denied.

However, if the insured has neglected his/her duty to rescue through gross negligence, or if the insured's use of alcohol or intoxicants has contributed to the negligence, the insurance company will pay from the liability insurance to the injured natural person that part of the compensation which the injured person has not been able to collect because the insured has been found to be insolvent as a result of enforcement or bankruptcy.

4. Causing an insured event

The insurance company is exempt from liability to an insured who has deliberately caused the insurance event.

If the insured has caused the insurance event through gross negligence, or if the insured's use of alcohol or intoxicants has contributed to the insurance event, his or her compensation may be reduced or denied.

If the insured has caused the insurance event through gross negligence, or if the insured's use of alcohol or intoxicants has contributed to the insurance event, the insurance company will nevertheless pay from the liability insurance to the injured natural person that part of the compensation which the injured party has not been able to collect because the insured has been found to be insolvent as a result of enforcement or bankruptcy.

5. Identification

Identification means that the provisions applicable to the insured person are applied to another person comparable to the insured person.

The above-mentioned provisions concerning the insured in terms of causing an insured event, compliance with safety regulations and the duty to rescue apply correspondingly to the person who

- owns and uses the insured property together with the insured.
- live in the same household as the insured person and use the insured property together with him or her.

The above-mentioned provisions concerning the insured with regard to compliance with safety regulations apply correspondingly to a person who, by virtue of an employment or service relationship with the insured person, is responsible for ensuring compliance with safety regulations.

6. General exclusions

In addition to the limitations of the coverages mentioned in the insurance terms, the following general exclusions apply.

The insurance does not cover damage caused by

- of war or warlike event with political causes
- of a nuclear weapon, nuclear damage or any other comparable event, irrespective of the causes of the event in question that caused the damage or the factors that contributed to its occurrence.
- by strike or stoppage of work.

The insurance does not apply and no compensation will be paid if the granting of insurance cover or payment of compensation would violate applicable trade or economic sanctions, prohibitions or restrictions under the United Nations resolutions or laws and regulations issued by the European Union.

7. Reimbursement procedure

7.1 Obligations of the claimant

The basis for payment of compensation is a claim made by the claimant. The claimant must provide the insurance company with the documents and information necessary to determine the insurance company's liability. Such necessary information includes, for example, information on

- the insurance and the claimants, including their addresses; the claimant shall provide, if necessary, an explanation of his/her entitlement to compensation.
- the incident: what happened, where, when and how
- the amount of damage.

If necessary, the application must be accompanied by a medical certificate, a death certificate and a police investigation report. If necessary, original receipts must be provided for treatment costs.

The claimant is obliged to obtain the information available to him or her, taking into account the insurance company's ability to obtain information.

The insurance company is not liable for costs and investigation costs incurred before a decision on compensation has been made. The insurance company is not obliged to pay compensation until it has received all the necessary investigations. If necessary, the insurance company must be given the opportunity to have a doctor appointed by the company investigate a personal injury.

If a person seeking compensation following an insurance event has fraudulently provided the insurance company with incorrect or incomplete information relevant to the assessment of the insurance company's liability, compensation may be reduced or refused as is reasonable in the circumstances.

7.2 Limitation of the right to compensation

A claim for insurance compensation must be submitted to the insurance company within one year of the claimant becoming aware of the insurance, the insurance event and the consequence of the insurance event. However, compensation must always be claimed within ten years of the occurrence of the insurance event or, if the insurance was taken out for personal injury or liability, of the occurrence of the loss or damage. The notification of the insurance event is equivalent to the presentation of a claim. If a claim is not presented within the time limit, the claimant loses his right to compensation.

7.3 Obligations of the insurance company

After the occurrence of an insurance event, the insurance company will inform the claimant or other person entitled to compensation of the contents of the insurance and provide instructions on how to make a claim. Any advance information given to the claimant concerning the future compensation, the amount of compensation or the manner in which the compensation is to be paid does not affect the obligation to pay compensation under the insurance contract.

In the event of an insurance event, the insurance company will pay compensation in accordance with the insurance contract, or announce the non-payment of compensation, no later than one month after it has received the documents and information necessary to assess its liability. However, if the amount of compensation is disputed, the insurance company is obliged to pay the undisputed part of the compensation within the above-mentioned period.

The insurance company must pay an annual penalty interest for the period of delay in accordance with the Interest Act (1982/633) other benefits are paid for the delay.

8. Appealing against the insurance company's decision

If the insured person or claimant is dissatisfied with the insurance company's decision,

- he or she may refer the matter to the Consumer Disputes Board (www.kuluttajariita.fi/sv) for a recommended decision.
- bring an action against the insurance company.

Proceedings may be brought. in the district court of the insurance company's or insured's domicile or place of damage, unless otherwise provided by the provisions governing the international jurisdiction of the courts.

An appeal against the insurance company's decision must be filed within three (3) years after the party has been notified in writing of the insurance company's decision and this deadline.

9. The insurance company's right to recover compensation

The right of the insured or any other person entitled to compensation to claim for the loss from the third party liable for compensation is transferred to the insurance company up to the amount of compensation paid by the insurance company.

If the loss or damage has been caused by a natural person in his or her capacity as a private individual or an employee, civil servant or other person referred to in Chapter 4, Section 1 of the Tort Liability Act (1974/412), the insurance company has a right of recourse against the person in question only if he or she has caused the loss or damage wilfully or through gross negligence or if he or she is liable for the loss or damage regardless of negligence. In personal insurance, this right of recourse applies to costs and property losses caused by illness or accident.

10. Amendment of the insurance contract

At the start of a new insurance period, the insurance company has the right to change the insurance terms and conditions,

premiums, deductibles and other contractual terms and conditions if the reason for the change is as follows

- new or amended legislation or government regulation
- change in jurisprudence
- an unforeseen change in circumstances, such as an exceptional natural phenomenon, international crisis or disaster
- a change in the index specified in the insurance contract
- a change in the contractual terms and conditions of the insurance company's reinsurance cover
- a change in the administrative or overhead costs of the insurance.

11. Applicable law

The insurance contract is governed by Finnish law.

12. Personal data and professional secrecy

Personal data is processed by both Omocom and Berkley, 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.insurance and www.berkley.se). Contact the party you would like to receive the information from.

Each company will be data controller for its own data treatment, Berkley as insurer and Omocom as intermediary. By entering in this contract you agree that Omocom may, to the extent necessary, pass on data resulting from the application documents or the performance of the contract (premiums, insured events, risk/contract changes) to the policyholder, insurer, reinsurer and claims handler, and that the latter may keep the application, contract and benefit data in data collections insofar as this serves the proper performance of this insurance affairs. Without influence on the contract and revocable at any time, you further consent to Omocom using your data for advice and support in other financial services.

By entering in this contract you agree that Omocom may disclose insurance claim and decision data to the Policyholder to be used for the Policyholder's own purposes. This data shall include but is not limited to insurance claims and their status, the insurance decision and reasons, the net compensation amount after deducting applicable deductibles and the deductible or excess applied when compensating the user for an approved damage claim.

V. DEFINITIONS

Accommodation

By accommodation we mean the room, flat or other accommodation you rent.

Insurance company

The party that has entered into the group insurance agreement with the policyholder.

Group member, insured

Anyone who belongs to a predetermined group that is automatically covered by the insurance.

Insurance

Insurance means the cover taken out for an object and specified in the insurance terms and conditions. Personal insurance means insurance in which a natural person is the object of insurance. Non-life insurance means insurance taken out against losses due to property damage, liability or other financial loss.

Insurance contract

The main content of the insurance contract is defined in the insurance policy, the insurance terms and conditions for each object and cover and the general terms and conditions.

Policyholder

The policyholder is the entity who has concluded a group insurance contract with the insurance company.

Insured

The insured is the person whose favour the group insurance policy is in force.

Insurance case

An insured event is an event of such a nature that, according to the insurance contract, is intended to be covered by the insurance.

Safety regulations

Safety regulations are provisions concerning a device, procedure or other arrangement included in the insurance contract to prevent or limit loss. Safety regulations are given in the insurance policy, insurance terms and conditions or as separate safety instructions.

Daily price of movable property

The current price of an object means the amount of money obtained by deducting from the new purchase price a reduction in price due to the age, use, neglect of maintenance or care of the object or reduced usefulness. The current price of the item is the price of a second-hand item.

Purchase price of movable property

The replacement cost of an item means the amount of money needed to acquire new identical or nearly identical property.

Remaining price

The residual price means the price of the property immediately after a loss, estimated on the same basis as immediately before the loss.

Domestic appliance

Domestic appliance means an appliance such as a dishwasher or washing machine permanently connected to the water mains.

Fixed furnishing

Fixed furnishing refer to property under the owner's maintenance responsibility in accordance with Chapter 4, Sections 2 and 3 of the Housing Company Act (1599/2009), as well as furnishing and improvement work. These include

- fixtures, such as kitchen cabinets and bathroom furniture
- surface materials, such as tiles, parquets and wallpapers
- sauna, air conditioning and air heat pumps installed retrospectively.

Current price

The current price means the cash price that would have been obtained for the object or building in Finland at the time of the loss if it had been marketed appropriately. When determining the current price of the building, the share of the land and other buildings is deducted from the current price of the property.

Plumbing devices

Plumbing equipment refers to fixed heating (V), ventilation (V) and sanitary (S) equipment and pipework serving the insured building and its use, as well as related containers, pipework, water and heating pipes and sewage drains on the plot up to the public connection. Roofing ditch pipes and rainwater pipes, gutters and downpipes on the outside of the building are not part of the plumbing equipment referred to here. HVAC equipment does not include wood-burning saunas, fireplaces and other fireplaces.

Deductible

'Deductible' means the amount of money stated in the insurance policy or terms and conditions which is deducted from the amount of loss payable in respect of an insurance event.

Daily price of the building

The current price of a building refers to the amount of money obtained by deducting from the new acquisition price the reduction in price due to the age, use, unoccupancy, neglect of maintenance or care of the building or reduced usability or obsolescence. In estimating the value of the building, the obvious impact of changing local conditions, the location of the building and the obvious impact of other causes are also taken into account.

Purchase price of the building

The replacement cost of a building means the amount of money needed to have a new building constructed with the same area, volume and number of floors, the same exterior and the same room programme and equipment standard.

Electrical devices

Electrical equipment included in movable property refers to movable equipment connected to the electricity network that uses electricity. Electrical equipment (E) in a building refers to permanently installed electrical equipment, wires and cables in the building and on the plot up to the public connection serving the insured building and its use. Stove, oven and cooker hood are considered to be electrical equipment in a building. Electrical equipment does not include plumbing equipment.

Definition of flooding

Seawater flooding

Seawater flooding means an exceptional rise in sea level due to storm winds, changes in air pressure or currents in the Danish straits.

Flooding due to heavy rainfall

Flash flooding refers to a situation where an exceptionally heavy rainfall causes flooding of water on the ground.

Flooding in watercourses

Flooding of watercourses means an exceptional rise in the water level of a river, stream, river or lake as a result of exceptional rainfall or snowmelt or as a result of damming by ice or glacial ice.

Assessment of what is exceptional

Rain is considered exceptional when the amount of precipitation is at least 30 mm per hour or 75 mm per day. An exceptional rise in water level or sea level is considered to be a water level with a probability of once in 50 years or less. Flooding resulting from a permanent rise in mean sea level or from normal variations in water level or from sea level rise is not considered exceptional.

Insurance case

An insured event is an event occurring during the valid period of the insurance which, in accordance with the insurance contract, is intended to be covered by the insurance.

Authorisation by an authority

Authorisation by the authorities means valid building permits and action permits in accordance with the Land Use and Building Act.

Sudden and unforeseen damage

Damage caused by an event which occurred suddenly and simultaneously without prior warning and which could not have been avoided by normal care and foresight. Whether an event is unforeseen is assessed objectively on the basis of general life experience, the degree of exceptionality of the event and the behaviour of the claimant. Whether the damage is compensated is determined on the basis of the cause of the damage, not on the basis of the consequences of the damage.

Rental income

Rental income means the amount of rent specified in the rental agreement. Other separately stated charges levied on the tenant, such as car park rent or water and electricity costs, are not included in the loss of rental income covered by this insurance.