

Omocom – Rental of goods – Insurance terms

Omocom Small – Rental of goods

Insurance Terms

The insurance is a compulsory group insurance that is covered by the insurance terms below. In its' capacity as group representative, Platform has entered into a group agreement with the insurer W. R. Berkley Insurance AG, Swedish subsidiary.

By the group agreement, Platform, or all of Platform's customers which rents out property/goods to the group members, are covered by the insurance in accordance with these insurance terms.

1. Who the insurance applies to

The insurance applies to the insured which rents out goods via Platform, or via Platform's customers. The insurance only applies provided that Platform's terms of use are followed.

2. When the insurance applies

The insurance applies to damage that occurs during the time the insurance is in force (the insurance period). The insurance is valid during the rental period, if the premium is paid.

2.1. Renewal of the insurance contract

The insurance cannot be renewed.

2.2. Right to waive the insurance

A group member can choose to waive the insurance at any time by notifying the group representative or insurer of this.

3. Where the insurance applies

The insurance applies to damage, theft or loss that occurs in the European Union.

4. What the insurance applies to and insurance compensation amount

The insurance covers goods including accessories, rented by Platform, or by Platform's customers.

4.1. Deductible/Excess reduction

In cases where damage, loss or theft is covered by another insurance cover (for example through an insured's own home insurance), this insurance provides compensation for the deductible deducted through that ordinary insurance.

A maximum insurance amount of 1,000 Euros is compensated for the reduced deductible on the ordinary insurance. There is no deductible for the deductible/excess reduction.

4.2. All-Risk/Comprehensive insurance

All-risk means sudden and unforeseen damage, loss or theft of rented goods.

The insured cannot receive compensation from both deductible/excess reduction and

all-risk/comprehensive insurance for the same damage event.

If the insured cannot receive compensation from its ordinary insurance in accordance with 4.1, then it can receive compensation via the all-risk insurance.

A maximum insurance amount of 1,000 Euros is compensated for all-risk insurance. The insurance has a deductible of 100 Euros per event.

5. What the insurance does not apply to

5.1. War, terrorism or riots

Compensation is not provided for damage whose origin or extent was directly or indirectly caused by or in connection with war, war-like event, civil war, revolution, rebellion, riot, terrorism, sabotage or action by those in power who have taken power unauthorised.

5.2. Induction of damage

The insurance does not apply if damage has been intentionally caused or through gross negligence. The same applies if the insured and/or the policyholder must otherwise be presumed to have acted or failed to act in the knowledge that this entailed a significant risk that the damage would occur.

5.3. Scratches, wear and tear

Compensation is not provided for damage caused by abrasion, normal wear and tear, or which is only superficial (for example dents and scratches) if this does not affect the property/good's usability or function. A compensable damage is a scratch or dent that is larger than 5 cm in diameter.

5.4. Fraud, embezzlement or similar property/goods crime

Compensation is not provided for damage through fraud, embezzlement or similar property/goods crimes caused.

5.5. Force majeure

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

- war, war-like event, civil war, revolution, rebellion or riot
- labour market conflict
- confiscation or nationalisation
- requisition, destruction of or damage to property/good by order from the government or authority.

5.6. Supplier guarantee

The insurance does not apply to defects in objects for which the supplier or other party is responsible under a guarantee, similar commitment under the Consumer Purchases or Consumer Services Act.

However, compensation will be made, if the insured can demonstrate that the person or

entity responsible is not remedying or paying.

5.7. Third party liability

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

5.8. Excluded property/goods

The insurance does not cover the following property/goods, including accessories for such:

- Aircraft, including drones
- Weapons, or parts for weapons
- Jewellery, genuine pearls, precious stones, and watches
- Already damaged goods
- Live animals
- Tobacco or alcohol
- Cash or securities
- Antiques

6. Precautionary requirements

All safety precautions should be taken to prevent damage from occurring to the rented property/good, in accordance with the terms of use by platform or by platform's customers. If the relevant due diligence requirements are not complied with, then the compensation in the event of damage may be reduced, or not paid at all.

7. Notification of damage

Damage must be reported to Omocom as soon as one becomes aware of the damage. The report is made via Omocom's digital claims form, which is available at Platform's website. For questions, please contact telephone number: +46 (0) 8 520 278 70, or via e-mail hello@omocom.se.

In case of damage, one must submit:

- a completed claim form,
- a copy of the police report in case of theft or other crime,
- a copy of the compensation receipt from the insured's own insurer, if the insured has claimed for the damage caused on its own insurance.

7.1. How the damage is regulated

Once the damage is reported, Omocom will decide how the damage is to be compensated. Replacement can be done through repair to restore the function, replacement or cash replacement. If repairs are to take place, Omocom has the right to determine the repair method

If Omocom has approved that the property/good is to be repaired, the insured should contact a repairer it trusts and obtain a quote for approval by Omocom. Omocom then has the right to decide where the property is to be repaired or purchased. Used and alternative parts should as far as possible be used by the repairer during repair. As the owner of the property, the insured must, with Omocom's consent, order repairs and approve or complain about work performed.

For minor measures such as self-repair, washing of textiles and minor painting work, compensation may be relevant for the insured's own work. Remuneration for such work is provided at 15 Euros per hour, in addition to the cost of materials. Used and alternative parts should as far as possible be used when repairing.

If the item is not repaired, Omocom considers the loss to be the difference between the market value before the damage and the market value after the damage, i.e. depreciation. By market value, Omocom means what it costs to buy the equivalent property/goods in the same condition as the damaged one or, if such is not available for purchase, what it would probably have cost if it had existed.

If Omocom's instructions are not followed as above, then the Insurer's liability is limited to the cost that would have arisen if the instructions had been followed.

8. Damage assessment rules

8.1. Depreciation method

Damage to or loss of property/good is valued at the cost of restoration based on the property/good's market value. By market value is meant the market value of the property/good at a certain time, taking into account the property/good's age and condition at the time of the damage.

The property/good is valued according to the table below. Omocom calculation is based on what it costs in general trade to buy a new one if the property/good existed, or what it probably would have cost. From that cost, Omocom reduces its value due to age, wear and tear, obsolescence and/or other circumstances. Omocom is responsible for the damage cost after any age deduction.

Property/Goods	Age from new acquisition (without age deduction)	Age deduction per year thereafter, (%)
Computers, mobile phone, tablets, smartphones	6 months	20 %
Motorised machines and measuring instruments	2 years	20 %
Digital camera, Camera, GPS, other electronic or optical equipment	2 years	20 %
Tools, garden tools and motorised garden tools as well as textiles and high-pressure washing machines etc.	2 years	20 %
Bicycles, skis, golf equipment and other sports and camping equipment, prams/strollers	1 year	20 %
Shoes, clothes and clothing accessories	1 year	50 %

For objects not listed in the table above, the fair value is determined at the property/good's acquisition value less depreciation through age, wear and tear, obsolescence, reduced usability or other circumstances.

8.2. Participation in the claims settlement

The insured and/or policyholder must, as far as possible, help to ensure that the damage event can be resolved as soon as possible. In particular, it must provide information and information that may be relevant to the settlement of the claim. They must answer in particular the questions that the claims adjuster asks. If the insurer suffers damage as a result of non-participation by the insured, compensation is reduced according to what the circumstances can be considered reasonable.

8.3. Incorrect information in connection with damage

If the insured, the policyholder or someone else who claims compensation after event, intentionally or through gross negligence has incorrectly stated, concealed or hidden something of significance for the assessment of the right to compensation under this insurance, the compensation may be reduced or not paid at all.

8.4. Inspection of damage

The insurer has the right to have the damage inspected, therefore Omocom asks that the insured or the policyholder keeps the property/good until the damage is settled.

9. Limitation period

Anyone who wants insurance compensation or other insurance cover, must report this to Omocom within ten (10) years from the time the damage was discovered. Otherwise the right to compensation is lost.

If the person wishing to have insurance cover has submitted the claim to the insurance company within the time specified in the first paragraph, the time limit for bringing an action against the company is always at least six (6) months from the company declaring that it has taken a final position on the claim.

10. Right of recourse/recovery

As the insurer has paid compensation for damage, the insurer takes over the right to demand compensation from the person/entity who is liable in respect of the damage.

11. Disputes

Disputes concerning the interpretation and application of this insurance contract shall be tried by a Swedish court with the application of **Swedish** law.

12. Insurer

The Insurer is W. R. Berkley Insurance AG, Swedish subsidiary, through Omocom, which is an affiliated insurance broker.

13. The Insurance Contracts Act

For this insurance, the provisions of the **Swedish Insurance Contracts Act (SFS 2005:104)** shall apply.

14. Personal data

Personal data is processed by both Omocom and W.R. Berkley, in accordance with the General Data Protection Regulation (GDPR), other applicable legislation, government regulations and personal data processing information provided by each company on its websites (see omocom.se, **platform's website** and berkley.se). Contact Omocom to receive the information from each company.

15. If Omocom does not agree

Reconsideration of the case/claim

If the policyholder or the insured is not satisfied with the decision in a case/claim, it can always have the decision reconsidered either by contacting Omocom to resolve a possible misunderstanding, or by writing to the insurer (W.R. Berkley), or by reporting the case and asking for a reconsideration.

Omocom can be reached on telephone number: +46 (0) 8 520 278 70, e-mail: hello@omocom.se.

General Complaints Board

If the policyholder or the insured has had a case/claim reconsidered and is still not satisfied, it has the opportunity to turn to the General Complaints Board, which hears complaints from private individuals free of charge.

ARN's postal address is: ARN, Box 174, 101 23 Stockholm, Sweden, telephone no: +46 (0) 8 508 860 00, web-site: www.arn.se, e-mail: arn@arn.se.

Consumer Insurance Bureau

The Consumer Insurance Bureau provides private individuals with independent and free guidance on pensions, insurance and claims settlement, but does not try disputes.

The Consumer Insurance Bureau's postal address is: Box 24215, 104 51 Stockholm, Sweden. Visiting address is: Karlavägen 108, Stockholm, Sweden. Telephone number: +46 (0) 200-22 58 00, web-site: konsumenternasforsakringsbyra.se, e-post via web-formular.

General Court

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

16. Glossary of definitions

Compulsory group insurance – an insurance to which the person belonging to a particular group is affiliated.

Group agreement – the agreement between the insurer and the group representative that regulates which insurance cover the group members have the opportunity to apply for. A valid group agreement is a prerequisite for it to be possible to enter into individual insurance contracts in accordance with these insurance terms.

Group member – anyone who belongs to a pre-determined group who has the right to apply for insurance. In this case, the group consists of everyone who is a customer of the group representative, i.e. Omocom, provided that the customer is permanently resident and registered in Country.

Group representative – the entity which has entered into the group agreement with the insurer, i.e. in this case, Platform.

Insurance case/claim – the event or events / damages that may give the right to compensation through the insurance.

Insurance compensation amount – the amount to which the insured is entitled in the event of an insurance event.

Insurance contract – the agreement that applies to each insurance and which includes the application for affiliation to the insurance, the insurance terms and conditions that apply at any given time, the latest insurance notice, the Insurance Contracts Act (2005: 104) and Swedish law in general.

Insurance notice – the notice that is issued as soon as an insurance has been notified or changed and which contains information about the scope and period of validity of the insurance, fundamental rights and obligations regarding the insurance and important limitations of the insurance cover.

Insurance period – the time for which the insurance applies and for which the insurance premium has been paid.

Insurer/Insurance Company – the entity which has entered into an insurance contract with the policyholder and is obliged to pay insurance compensation in accordance with the insurance contract, i.e. in this case, W. R. Berkley Insurance AG, Swedish subsidiary, organisation no. 516410-2070 ("W.R. Berkley").

Insured – the group member who owns the insured property/good.

Policyholder – the entity which has entered into an insurance contract with the insurer.

The insurance is activated upon payment of the insurance premium. For every Euro paid in premium, xx cents goes to Omocom, which handles all technical integration on the platform, insurance design, customer service and claims settlement. The remaining xx cents goes to W.R. Berkley who is the risk capacity carrier.