

# Insurance terms

# Hygglo



# HYGGLO – PROPERTY RENTAL

## Insurance terms

The insurance is a compulsory group insurance that is covered by the insurance terms below. As a group representative, Hygglo has entered into a group agreement with the insurer W. R. Berkley Insurance AG, Swedish Branch. Through the group agreement, all Hygglo's customers who rent out property are group members and are covered by the insurance in accordance with these insurance terms.

### 1. Who the insurance applies to

The insurance applies to the insured ("you") who rents out property that is stated on the insurance statement. The insurance only applies provided that you as the landlord follow Hygglo's terms of use.

### 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. The insurance is valid for a maximum of 90 days.

#### 2.1 Renewal of the insurance contract

The insurance cannot be renewed.

#### 2.2 Right to waive insurance

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

### 3. Where the insurance applies

The insurance applies to damage, theft or loss that occurs in any country within the Nordic region.

### 4. What the insurance applies to

The insurance applies to the property including accessories specified in the insurance statement.

#### 4.1 Deductible

You can receive compensation for your deductible if you have an ordinary insurance that covers the damage to the property, such as a home or vehicle insurance. You can receive compensation with deductible if your property is damaged, stolen or lost.

You can receive compensation with a maximum of SEK 10,000 for deducted deductible.

#### 4.2 All risk

If you cannot receive compensation from your ordinary insurance in accordance with 4.1, you can receive compensation via our all-risk. You can receive compensation if your property is damaged, stolen or lost through a sudden unforeseen event. You can receive compensation with a maximum of up to SEK 30,000 for all-risk.

You cannot receive compensation from both deductible and all-risk for the same damage event.

#### **4.2.1 Excluded property all risk**

The all-risk does not include the following property

- Caravan & motorhome
- Motorboat
- Sailboat
- Jet skis
- Medium and heavy truck (weighs over 3,500 kg)

Property that is exempt from all-risk is replaced with deductible according to 4.1.

#### **4.2.2 Deductible – only certain property**

In the event of all-risk damage, a deductible of SEK 1 500 is applied when it comes to the following property

- Motorbike
- Passenger car, light truck and van
- Trailer

The deductible is paid by the rentee.

### **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 is related to war, war-like event, civil war, revolution, rebellion, riot, terrorism, sabotage or action by those in power who have taken power unauthorized.

#### **5.2 Induction of damage**

The insurance does not apply to you if you have caused the damage intentionally or through gross negligence. The same applies if you 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 and wear**

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 usability or function of the property. A compensable damage is a scratch or dent that is larger than 5 cm in diameter.

#### **5.4 Fraud, embezzlement or similar property crime**

Compensation is not provided for damage through fraud, embezzlement or similar property crimes caused by the insured.

#### **5.5 Force majeure**

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

- war, war-like event, civil war, revolution, rebellion or riot
- labor market conflict – labor market conflict applies even if the insurer has taken or is the subject of conflict measures
- confiscation or nationalization

- requisition, destruction of or damage to property by order from the government or authority.

### **5.6 Supplier guarantee**

The insurance does not apply to defects in property for which the supplier or other party is responsible under a guarantee, similar commitment under the Consumer Purchases or Consumer Services Act. However, we will compensate if you, as the insured, can show that the person responsible is not remedying or paying.

### **5.7 Third Party Liability**

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

### **5.8 Excluded property**

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

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

## **6. Caution requirements**

You should, as far as possible, prevent damage from occurring. You must have packed and protected the property in such a way that the risk of damage is minimal during transport. When leaving a vehicle or trailer, it must be locked with a lock approved by us, for example a ball glove lock or locked in a fixed object with a chain and lock class III. More information about approved locks can be found here <https://www.stoldskyddsforeningen.se/privat/>. If the due diligence requirements are not complied with, 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 you become aware of the damage. Registration is made via Hygglo's application for the current advertisement. For questions, contact 08-520 278 70 or via e-mail [hello@omocom.se](mailto:hello@omocom.se).

In case of damage, you must submit

- Completed claim,
- copy of police report in case of theft or other crime,
- a copy of the compensation statement from the insurer for ordinary insurance

### **7.1 How the damage is regulated**

After you have reported the damage to Omocom, Omocom decides 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 repair is to be done through repair, you should contact a repairer you trust and obtain a price proposal for approval of 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, you 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 own work. Remuneration for own work is provided at SEK 150 per hour in addition to the cost of materials. Used and alternative parts should as far as possible be used by yourself 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, ie depreciation.

By market value, Omocom means what it costs to buy equivalent property 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 you do not follow Omocom's instructions as above, 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 is valued at what it costs to restore the property with respect to the property's fair value. Fair value refers to the value of the property, taking into account the age and condition of the property at the time of the damage.

The property is valued according to the table below. Omocom is based on what it costs in general trade to buy a new one if the property 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 incl. accessories for these	free years (without age deduction)	Age deduction per year
Computer, mobile phone, tablet, smartphone	<6 months	20 %
Motor machines and measuring instruments	1 years	20 %
Digital camera, camera, GPS, other electronic or optical equipment	1 years	20 %
Tools, garden tools and motorized garden tools as well as textiles and high pressure washing etc	1 years	10 %
Bicycles, sports equipment e.g. skis and golf equipment and other sports equipment and prams	1 years	20 %
Shoes and clothes	1 years	50 %

For objects that are not listed in the table or if the valuation according to the table becomes unreasonable, the value of the property is determined with the support of available valuation tools such as marketplaces and object valuation services.

## **8.2. Participation in claims settlement**

You must as far as possible help to ensure that the damage event can be resolved as soon as possible. In particular, you must provide information and information that may be relevant to the settlement of claims. You must specifically answer the questions asked by the claim adjuster. If the insurer suffers damage as a result of you not participating, your compensation is reduced according to what can be considered reasonable under the circumstances. The insurer always has the right to take over property that has been replaced. If property is recovered for which you have received compensation, you must return it to Omocom immediately.

## **8.3 Incorrect information in connection with injuries**

If you or someone else who applies for compensation after injury, intentionally or through gross negligence has incorrectly stated, hidden or concealed 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 inspect the damage, therefore we ask you to keep the property until the damage is completed.

## **9. Limitation period**

Anyone who wants insurance compensation or other insurance cover must report this to Omocom within 6 months, however within ten years of the damage being discovered, otherwise the right to compensation is lost.

If the person applying for compensation has submitted the application to Omocom within the time specified in the first paragraph, the time limit for bringing an action against Omocom is always at least six months from the time Omocom has declared that it has taken a final position on the claim.

## **10. Right of recourse**

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

## **11. Insurers**

Insurer is W.R. Berkley Nordic, Sweden, through Omocom which is an affiliated insurance broker.

## **12. The Insurance Contracts Act**

The provisions of the Insurance Contracts Act (SFS 2005: 104) otherwise apply to this insurance.

## **13. Personal data**

Personal data is handled by both Omocom and Berkley, in accordance with the Data Protection Regulation (GDPR), other applicable legislation,

government regulations and the information on the processing of personal data that each company provides on its website (see [www.imy.se](http://www.imy.se), [omocom.insurance](http://omocom.insurance), [hygglo.se](http://hygglo.se) and [berkleyforsakring.se/data-sakerhet/](http://berkleyforsakring.se/data-sakerhet/)). Contact us if you want the respective company information sent to you.

#### 14. If we do not agree

##### **Reconsideration of your case**

If you are not satisfied with the decision in a case, you can always have the decision reconsidered either by contacting Omocom to resolve a possible misunderstanding, or by writing to the insurer at the insurer (Berkley), by reporting the case and asking for a reconsideration.

Omocom can be reached on telephone number: 08 -520 278 70, e-mail address: [hello@omocom.se](mailto:hello@omocom.se).

##### **General Complaints Board (ARN)**

If you have had your case reconsidered and are still not satisfied, you have 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, telephone no: 08-508 860 00, website: [www.arn.se](http://www.arn.se), e-mail address: [arn@arn.se](mailto:arn@arn.se).

##### **Konsumenternas Försäkringsbyrå**

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

Konsumenternas Försäkringsbyrås postal address: Box 24215, 104 51 Stockholm, visiting address: Karlavägen 108, Stockholm, telephone no: 0200-22 58 00, website: [konsumenternasforsakringsbyra.se](http://konsumenternasforsakringsbyra.se), email via web form.

##### **General Court**

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

## 15. Glossary – definitions

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

*Insured* – the group member who rents out insured property that is stated on the insurance statement.

*Policyholder* – the person who has entered into an insurance contract with the insurer.

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

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

*Insurer* – the person who 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 Branch, org.nr. 516410-2070 (“Berkley”).

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

*Group representative* – the party who has entered into the group agreement with the insurer, i.e. in this case Hygglo.

*Group agreement* – the agreement between the insurer and the group representative that regulates which insurance coverage 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* – the person 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. Hygglo, provided that the customer is permanently resident and registered in Sweden.

*The insurance is activated upon payment of the insurance premium. For every premium paid, 17.5% goes to Omocom, which handles all technical integration on the platform, insurance design, customer service and claims settlement. The remaining 82.5% goes to W.R. Berkley who is a risk taker.*