

A black rectangular box containing the text '— BE —' on the top line and 'RESIDENT' on the bottom line, both in a gold, serif font. The text is centered within the box.

— BE —
RESIDENT

Simple insurance for
safe rentals

BE RESIDENT – PROPERTY RENTAL

Insurance terms

The insurance is a mandatory group insurance covered by the insurance terms below. In its capacity as group representative, Be Resident has entered into a group contract with the insurance provider W. R. Berkley Insurance AG, Swedish branch. Through this group contract, all of Be Resident's customers (private individuals as well as legal persons) who rent out property are group members and are covered by the insurance under these terms.

1. Who the insurance applies to

The insurance applies to the insured.

When we write the word "dwelling", we mean a house, tenant-owner property, rented apartment or holiday home.

The insured means any natural or legal person who is the owner of the contents in the dwelling. You should have valid ordinary insurance with the minimum coverage of fire, water, burglary and liability.

It can be applied under the same conditions to another person who has a mandate to rent out the dwelling with authorisation from the owner or board of directors.

The contract has been entered into by Be Resident as an agent for the insured. Each insured person is the owner of their insurance.

2. Insured interest

This policy applies to damage to or loss of property resulting in a reduction or loss of the value of the property. The insurance also applies to property damage and liability damage for the owner of the insured property according to clause 6.4.

3. When the insurance applies

The insurance applies to property damage occurring during the period that the insurance is in force and during the period that the tenant has access to the dwelling through its contract with Be Resident. For loss of rent, see also clause 6.5.

4. Where the insurance applies

The insurance applies throughout the Nordic region.

5. Insured property

5.1 What the insurance applies to

- Fixtures as specified in the ordinary insurance
- Contents as specified in the ordinary insurance

5.2 Exclusions

The insurance does not apply to

- Property excluded from the ordinary insurance for the dwelling and contents, e.g. motor vehicles or boats. The insurance does not apply to additions to the ordinary insurance, e.g. small boats or power chairs.

6. What the insurance applies to

The insurance applies to abnormal wear or damage as described below during the period that the tenant has access to the dwelling through its contract with Be Resident.

6.1 Comprehensive insurance

The insurance applies to damage to or loss of the dwelling's fixtures that cannot be compensated through ordinary insurance.

6.1.1 Exclusions

The insurance does not apply to

- Damage that could have been compensated through ordinary insurance, see clause 1 *"Who the insurance applies to"*.

The insurance also does not apply to

- Damage not attributable to the rental
- Damage consisting of or caused by abrasion, wear, consumption, self-destruction (e.g. cracks), other changes due to age or wear and tear
- Damage due to long-term effects, e.g. moisture, rot, fungus, rust or corrosion
- Damage caused by commercial processing, repair or cleaning
- Damage caused by longhorn beetles and other insects or rodents
- Damage to insulating glass caused only by unsealed windows
- Intentional damage, see clause 6.3 below, however.

6.2 Comprehensive insurance – Contents

The insurance applies to damage to or loss of contents in the dwelling due to a sudden and unforeseen event that cannot be compensated through ordinary insurance for the contents.

6.2.1 Exclusions

In addition to the exclusions for damage to contents specified under clause 6.1.1, the insurance does not apply to

- Property belonging to residents and customers, i.e. property of tenants
- Coins, banknotes, stamps, valuable documents, manuscripts and drawings (including collections) as well as archive records and data information
- Jetties or outbuildings on other people's land
- Live animals

The insurance also does not apply to

- Damage that could have been compensated through ordinary insurance, see clause 1 *"Who the insurance applies to"*.
- Damage consisting of or caused by abrasion, wear, consumption, self-destruction (e.g. cracks), other changes due to age or wear and tear
- Damage caused by commercial processing, repair or cleaning

- Damage caused by longhorn beetles and other insects or rats and mice
- Intentional damage by the landlord, see clause 6.3 below, however.

6.3 Intentional damage

The insurance applies to intentional damage to the dwelling and ordinary contents caused by the tenant, their family members or guests while staying in the dwelling.

6.3.1 Excluded damage

The insurance does not apply to damage that could have been compensated through ordinary insurance, see clause 1 *"Who the insurance applies to"*.

6.4. Supplementary insurance in the case of rental activity

The insurance applies if the insured's rental activity is so great that compensation from ordinary insurance cannot be paid in whole or in part.

6.5 Loss of rent insurance

The insurance applies if the rented dwelling becomes completely or partially unusable through damage that can be compensated either through the ordinary insurance or through this insurance. Compensation is paid for the loss of rent that arises for the rental period that was booked before the damage occurred, but a maximum of 6 months. The damage must have occurred during the insurance period.

6.6 Exemption from excess in the event of damage

If the insured has chosen a higher excess in their ordinary policy than that which applies to this insurance, the difference will be compensated.

7. Reporting damage

Damage must be reported to Omocom as soon as the insured becomes aware of the damage. The report should be made via Be Resident's application for the current notice. If you have any questions, please call +46 (0)8 520 278 70 or email hello@omocom.se. In the event of damage, the insured must submit

- a completed claim form
- a copy of the police report in the event of theft or other crime
- a receipt for repurchased or repaired property
- a copy of the compensation statement from the insurance provider for ordinary insurance.

7.1 Assistance in the settlement of claims

7.2 You must make every possible effort to assist in settling the damage event as soon as possible.

In particular, you should provide any information or details, which may be relevant to the claim settlement. In particular, you should answer the questions asked by the claims adjuster. If the insurance provider suffers damage as a result of your failure to assist, your compensation shall be reduced by an amount deemed reasonable under the circumstances.

7.2 How claims are settled

Once you have reported the damage to us, we will decide how the damage shall be compensated. Compensation can be provided through a repair, reacquisition or cash

compensation. We always retain the right to assume ownership of property that we have replaced.

We shall be liable for claims costs after any age deduction.

7.3 Incorrect information in relation to a claim

If the insured or any other party claiming compensation for damage, intentionally or through gross negligence, have wrongly indicated, withheld or concealed anything relevant to the assessment of the right to compensation under this insurance, the compensation may be reduced or refused completely.

8. Personal data

Personal data is processed by both Omocom and Berkley in accordance with the General Data Protection Regulation (GDPR), other applicable legislation, government regulations and personal data processing information provided by each company on its website (see omocom.se, Be.Resident.se and berkleyforsakring.se/data-sakerhet/). Contact us if you would like to receive the information from each company.

9. Damage valuation rules

In the event of damage, the property shall be valued according to the terms of the insurance in force for the insured property (e.g. terms of home insurance).

10. Compensation payment rules

10.1 Maximum compensation

10.1.1 Sum insured – maximum compensation per loss

Compensation shall be paid up to a maximum of SEK 750,000 per damage event according to 10.1.2 – 10.1.6.

10.1.2 Comprehensive insurance

Compensation shall be paid up to the maximum amount(s) of compensation for the dwelling and fixtures as specified in the ordinary insurance.

10.1.3 Comprehensive insurance – Equipment/contents

Compensation shall be paid up to the specified sum insured for contents as specified in the ordinary insurance.

10.1.4 Intentional damage

Compensation shall be paid up to the maximum amount of compensation for the dwelling and fixtures as specified in the ordinary insurance for the dwelling, and for the maximum sum insured for contents in the ordinary insurance.

10.1.5 Supplementary insurance in the case of rental activity

Compensation shall be paid up to the maximum amount of compensation for the dwelling and fixtures as specified in the ordinary insurance for the tenant-owner property, and for the maximum sum insured for contents in the ordinary insurance.

10.1.6 Loss of rent insurance

The maximum compensation to be paid shall be the amount of rent that the tenant would pay for the rental period booked before the damage occurred, corresponding to the period the dwelling is unusable due to the damage. Compensation shall be paid for a maximum of 6 months.

11. Excess

The excess is SEK 1,000 for each loss occurrence.

Regulations

12. Safety regulations/reasonable precautions and special terms and conditions

The insured and/or their agent must comply with the safety precautions, reasonable precautions and special terms and conditions specified below and in the ordinary insurance for the property.

12.1 Regulations

In order for the loss of rent insurance to apply to damage that has occurred or been discovered during the insurance period, the lessor/owner must carry out reasonable checks and supervision of the insurance object's water and wiring systems as well as combustion appliances and locking devices prior to each rental season.

13. Penalty for non-compliance with safety regulations/reasonable precautions and special terms and conditions

In the event of non-compliance with safety regulations, reasonable precautions and special terms and conditions, compensation shall be reduced by the amount specified in the ordinary insurance for the property.

14. Duty to protect

The insured and/or their agent shall, to the best of their ability, prevent any damage that may be deemed imminent and limit any damage that has already occurred. This means, among other things, that the insured and/or their agent shall promptly take care of and protect any damaged property and comply with the regulations issued by the insurance provider.

14.1 Penalty for non-compliance with the duty to protect

If the insured and/or their agent intentionally or through gross negligence fail to comply with their duty to protect, and if this can be considered detrimental to the insurance provider, the insurance provider shall be entitled to a reasonable deduction from the amount of compensation or be completely exempt from their liability for compensation.

15. Claims adjustment

15.1 Reporting damage

Damage that may result in a compensation claim against the insurance provider must be reported as soon as possible, but no later than 10 years after the damage is discovered or when it can reasonably be judged that the damage should have been discovered. The report can be produced by Be Resident as an agent for the insured. The report should also include an inspection report produced at the start of the rental period. In the event of theft, burglary, intentional damage or other crime, the insured must report the incident to the police without delay and send a copy of the police report to the insurance provider.

15.2 Property insurance

The insured is obliged to specify their compensation claim and, on request, provide a list of insured property – whether damaged or not – with an indication of the value of each object before and after the damage. The insured is also obliged on request to provide proof of the claim by providing information, supporting documents, evidence and other documents necessary to assess the liability of the insurance provider and the amount of the compensation.

15.3 Inspection of damage

The insurance provider shall be entitled to inspect the damage and to issue instructions for the repair and care of damaged property before such measures are taken. If the insurance provider issues instructions regarding the choice of repairer or measures to be taken to repair or restore property following damage, the insured and/or their agent will be obliged to follow these instructions. If the insured and/or their agent fail to comply with the insurance provider's instructions as specified above, the insurance provider's liability is limited to the cost that would have arisen if the instructions had been followed.

15.4 Limitation

If the insured fails to make a claim to the insurance provider within 10 years of the date on which they became aware of their option to receive compensation through this insurance, the insurance provider will be exempt from their liability for compensation.

Anyone who is not satisfied with the insurance provider's decision on compensation will lose their right if they do not bring proceedings against the insurance provider within 6 months of the date on which they became aware that the claim could be made. The insurance provider may not, however, decline the compensation claim for such reasons if the claim has been made before the date specified in the first paragraph and the insured brings the claim before the court within 6 months of becoming aware of the insurance provider's standpoint.

16. General provisions

Payment of compensation and interest provisions.

Compensation shall be paid to the insured. Compensation shall be paid no later than 1 month after the person who has made the claim has proven the claim and otherwise has done what is required under clause 15. If compensation is paid later than stated above, Omocom shall pay interest according to the Swedish Interest Act. Interest will not be paid, however, if it comes to less than 1% of the base amount.

17. General exclusions

Nuclear processes

The insurance does not cover damage originating from or related to nuclear processes, e.g. nuclear fission, nuclear fusion or radioactive decay.

War

The insurance does not cover damage whose origin or extent is directly or indirectly caused by or related to war, warlike events, civil war, revolution, rebellion or riot.

18. Double insurance

If the interest covered by this insurance is also insured by other insurance and is subject to a double insurance reservation, the same reservation shall also apply to this insurance. The liability is then distributed between the insurance policies as specified in the Swedish Insurance Contracts Act.

19. Force majeure

Omocom or another party shall not be liable for any loss that may arise from a delay in the settlement of claims, repair of damaged property or payment of compensation as a result of war, war-like events, civil war, revolution, rebellion or riot, or as a result of government intervention, strike, lockout, blockade or similar events.

20. Regress

To the extent that the insurance provider has paid any damage compensation or cost under the insurance, the insurance provider will assume the insured's right to compensation from another party that is liable to compensate the damage or cost. A regress claim against a private individual must only be made if the person has caused the damage with intent or through gross negligence or the damage is related to their work or to the extent that the person is protected by insurance.

21. Swedish Insurance Contracts Act

For this insurance, the provisions of the Swedish Insurance Contracts Act shall apply.

22. Applicable law and court in disputes

The insurance is otherwise governed by the applicable Swedish law on insurance contracts. Swedish law shall apply for the interpretation and application of the insurance contract. Any dispute concerning the contract shall be examined by a Swedish court of law.

23. Glossary – definitions

Insured premises – The space rented by the tenant through Be Resident.

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

Insured – The group member who hires the insured premises listed on the insurance statement.

Policyholder – The person who has entered into an insurance contract with the insurance provider.

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

Sum insured – The sum which the insured is entitled to in the event of an insurance case.

Insurance statement – The statement issued as soon as insurance has been provided or amended, containing information on the extent and period of validity of the insurance, fundamental rights and obligations concerning the insurance and important limitations of the insurance cover.

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

Insurance provider – The company which has entered into an insurance contract with the policyholder and is obliged to pay insurance compensation in accordance with the insurance contract, in this case W. R. Berkley Insurance AG, Swedish branch, corp. reg. no. 516410-2070 ("Berkley").

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

Group representative – The party that has entered into the group contract with the insurance provider, in this case Be Resident.

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

Group member – The person belonging to a predetermined group entitled to apply for insurance. In this case, the group consists of every customer of the group representative, i.e. Be Resident, provided that the customer is domiciled and registered in Sweden.

Tenant – The person who rents a premises or other space through Be Resident's platform.

Ordinary insurance – Other insurance applicable to the dwelling and contents, e.g. a home insurance policy.

Fixtures – Fixtures according to Chapter 2 Section 2 of the Swedish Land Code (1970:994).

The insurance is activated upon payment of the insurance premium. For each krona paid in premium, 15 öre goes to Omocom, which manages all technical integration on the platform, insurance design, customer service and settlement of claims. The remaining 85 öre goes to W.R. Berkley, who is the risk bearer.

