
Simple insurance for **safe** rentals

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BLOXCAR & OMOCOM

– VEHICLE RENTAL

Insurance terms

The insurance is a mandatory group insurance covered by the insurance terms below. In its capacity as group representative, Bloxcar has entered into a group agreement with the insurer Eir Försäkring. Through this group contract, all of Bloxcar's customers who rent out property are group members and are covered by the insurance under these terms.

1. Who the insurance applies to

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

- It must be registered in Finland and not be deregistered.
- It must be a passenger car or a vehicle with a maximum total weight of 3,500 kg if it is a light van.
- It must not be registered for professional use.
- It must be covered by a motor vehicle insurance policy according to the Road Traffic Registry and the renter must be the registered driver.
- It must not be subject to a driving ban.

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

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

- Be at least 23 years old
- Have held a valid driving licence for at least 2 years
- Have permission to drive the vehicle
- The licence must be issued in Finland
- Be registered as a resident in Finland

2. When the insurance applies

The insurance shall apply to damage occurring during the period that the insurance is in force (the insurance period).

The insurance shall remain in force during the rental period (date and time) provided that the insurance premium is paid for the rental and that the renter has not renounced the insurance. If the car is picked up later within the rental period, the insurance shall not start until this pick-up time. If the car is returned earlier within the rental period, the insurance shall cease at this return time. If the car is returned too late, the insurance shall continue to apply up to one hour after the end time of the rental period.

The insurance shall be valid for a maximum of 30 days.

2.1. *Insurance contract renewal*

The insurance cannot be renewed.

3. **Where the insurance applies**

The insurance shall apply to damage, theft or loss occurring within Sweden, Norway, Denmark and Finland.

4. **What the insurance applies to**

4.1. *Scope*

The insurance shall not apply to all events or the consequences thereof, but only to those terms and conditions covered in the insurance.

4.2. *Damage and loss*

The insurance shall cover vehicles and equipment if this is standard for vehicles of the same kind and make as the insured vehicle:

4.2.1. *Theft*

The insurance shall cover theft, unlawful taking and attempts to commit such crimes.

Exclusions

The insurance shall provide reduced compensation in the event of theft, unlawful taking and attempts to commit such crimes as follows:

- If a person with access to the key/code uses the vehicle without permission, for example, a non-registered driver in the company of the renter chooses to drive off with the vehicle.
- If the vehicle does not have an approved anti-theft device.
- If the vehicle is left unlocked.
- If the key for the anti-theft device is stored in the vehicle or in the immediate vicinity.

4.2.2. *Rental fraud*

Shall apply if the renter has not returned the car to you 30 days after the agreed return date. Otherwise, the same conditions shall apply as for 4.2.1. (Theft) with regard to the general provisions, what is insured and the valuation and compensation rules. This wording shall not affect section 2 above "The insurance shall apply for a maximum of 30 days".

4.2.3. *Fire*

The insurance shall cover fire, lightning strike and explosion.

4.2.4. *Glass*

The insurance shall cover broken, smashed or cracked windscreens, side windows and rear windows.

4.2.5. *Vehicle*

The insurance shall cover traffic accidents, other external accidents and intentional damage by third parties and damage events, with the exception of misfuelling or interior accidents.

Exclusions

The insurance shall not cover:

- Damage that can be compensated through the vehicle's motor vehicle damage insurance (this means, for example, that we can still compensate part of the warranty excess if our vehicle excess is lower)

- Wear, corrosion, erosion, cold, wet or damp and lack of maintenance

4.3. *Rescue and accident procedures*

The insurance shall cover transportation of the vehicle, driver and passengers, as well as additional costs for transporting passengers in the event of damage, other breakdowns and accidents to persons.

The insurance shall apply to damage or other vehicle breakdowns and accidents or illnesses suffered by the driver or by the driver's close relative passengers. Vehicle recovery to the nearest workshop. Return journey for drivers and passengers to their place of residence in Finland and collection journey for drivers. Necessary travel by the cheapest means of transport. Roadside assistance is provided by Falck Finland (see contact details in Section 9 "Reporting damage").

4.4. *Excess reduction*

In the event that damage, theft or loss is covered by other insurance cover (for example, through the insured's ordinary motor vehicle insurance), the insurance shall compensate the insured up to a maximum of EUR 500 for the excess deducted from the insured's ordinary insurance. If the damage is less than the insured's normal excess, or if no ordinary insurance is available, no compensation shall be paid.

5. **Sum insured**

5.1. *Levels of compensation for property covered by section 4*

The insurance shall pay compensation up to a maximum of EUR 1,000. For audio, visual and communication equipment, the insurance shall pay compensation up to a maximum of EUR 1,000.

5.2. *Excess*

An excess of EUR 150 shall be deducted from the compensation. The excess is stated in the rental agreement and shall be paid by the renter for any damage that occurs during the rental period. However, Bloxcar shall pay the excess on behalf of the renter and shall then be entitled to recover this from the renter.

If the safety regulations are not complied with, the compensation may be reduced by 20%, up to a maximum of EUR 500 for the lessor and a maximum of EUR 500 for the renter, depending on who should have complied with the regulations.

6. **Right to waive the insurance**

Group members may choose to waive their insurance at any time by notifying the group representative or insurer of their intention.

7. **What the insurance does not apply to**

7.1. *Vehicle liability*

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

7.2. *War, terrorism or riot*

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

In no event shall compensation be paid for damage, loss or claims whose extent or origin has directly or indirectly been caused by or is related to or results from the

spread or use of biological, chemical or nuclear substances; nuclear waste or other substances that emit harmful radiation in connection with or as a result of acts of terrorism.

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

7.3. Causing damage

If compensation is not to be paid due to a breach of the rental or insurance terms by the renter or if the compensation is to be reduced because the renter has failed to comply with the safety regulations, the renter shall be liable for payment. Omocom shall then take over the lessor's claim against the renter by still paying the full compensation. Omocom shall therefore be entitled to recover the amount from the renter.

The insurance shall not apply if the renter has caused the damage intentionally through gross negligence. The same applies if the renter is otherwise presumed to have acted or failed to act in the knowledge that this would pose a significant risk of the damage occurring.

7.4. Scratches and wear

Compensation shall not be paid for damage consisting of scratches or normal wear and tear, unless this affects the usability of the vehicle.

Compensable damage is a scratch larger than 5 cm in diameter.

7.5. Fraud, embezzlement or similar property offences

Compensation shall not be paid for damage caused by the insured due to fraud, embezzlement or similar property offences.

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

7.6. Force majeure

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

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

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

7.7. Supplier's warranty

The insurance shall not apply to faults in objects for which the supplier or other party is liable under warranty, similar obligation or presumption of liability under the law.

However, the insurance shall apply if the insured can show that the person who is liable refuses to fulfil their responsibility or is unable to fulfil their responsibility.

7.8. Competition or training for competition

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

7.9. Excluded property

The insurance shall not cover property being transported by the vehicle.

7.10. Other limitations

The insurance shall not cover:

- Engine damage
- Repairs to stone chip damage in the windscreen
- Theft or loss of loose vehicle equipment
- Damage to or loss of items stored or transported in the vehicle
- Part of the additional cost, loss of income or inconvenience because the vehicle cannot be used following damage
- Damage consisting of or caused by misfuelling as well as driving with insufficient amounts of coolant, oils, etc.
- Loss of fuel, oils and fluids due to a smaller quantity found in the vehicle at the time of return than at the time of rental.

7.11. Nuclear damage

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

8. Safety regulations

The purpose of following the safety regulations is to prevent and limit damage. The regulations must be followed by the renter and all others who use the vehicle with permission. Failure to comply with the regulations may mean that compensation in the event of damage is reduced or refused completely, according to the importance given to the origin and extent of the damage. In general, the following shall apply:

- Bloxcar's terms of use
- The manufacturer's instructions on how to use, maintain and repair the vehicle, its devices, equipment and attachments must be followed.
- The vehicle must not be used in contravention of applicable laws or regulations, e.g. the driver must have a valid driving licence and be sober.
- All official laws and regulations must be followed.

9. Reporting damage

Damage must be reported to Omocom as soon as the insured becomes aware of the damage. The report should be made via the Omocom claim form available on Bloxcar's website. If you have any questions, please contact +46 (0) 8 520 278 70 or email hello@omocom.se.

In the event of damage, the insured shall submit

- a completed claim form
- a copy of the police report in the event of theft or other crime
- a receipt for recovered or repaired property
- a copy of the compensation statement from the insurer for ordinary insurance (applies to the activation of an excess reduction)

For roadside assistance, please contact Falck Finland on +358 (9) 37 477 220 or Omocom on the above number. When contacting Falck, please state your name, vehicle registration number and cause of the damage.

9.1. Assistance in the settlement of claims

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 insurer suffers damage as a result of your failure to assist, your compensation shall be reduced by an amount deemed reasonable under the circumstances.

9.2. How claims are settled

Once you have reported the damage to us, Omocom 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.

9.3. 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.

10. Damage valuation rules

Omocom has the right to decide the method of repair or whether the damaged property shall be repaired, replaced with new property or compensated in cash. If Omocom has agreed to offer compensation through repair, you should contact a trustworthy repair shop and obtain a price proposal for approval by Omocom. Omocom then has the right to decide where the property shall be purchased or repaired.

If possible, second-hand and alternative parts should be used.

As the owner of the property, and with the agreement of Omocom, it is your responsibility to order any repairs and approve or complain about the work carried out. The insurer shall assume ownership of all lost property that has been replaced.

9.1 Depreciation method

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

For tyres less than five years old, an age deduction of 20% shall be applied for each 10 000 kilometers driven. No compensation shall be paid for tyres more than five years old.

If the market value of certain equipment cannot be determined, a new acquisition value shall be applied according to the table below.

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

11. Limitation period

If you wish to receive insurance compensation or other insurance cover, you must notify Omocom within 10 years of the time the damage was discovered. Otherwise you will lose the right to compensation.

If the person seeking insurance cover has made the claim to the insurance company within the time limit stated in the first paragraph, the time limit to bring proceedings against the company shall always be at least six months from the date the company declares that it has taken a final position on the claim.

12. Right of recourse

As the insurer has paid compensation for damage, the insurer shall assume the insured's right to claim compensation from the person that is liable to the insured in respect of the damage.

13. Disputes

Any dispute concerning the interpretation and application of the insurance contract shall be examined by Swedish courts in accordance with Swedish law. See also section 17 "If we do not agree".

14. Insurer

The insurer is Eir Försäkring AB, Kungsgatan 37, SE-111 56 Stockholm, email: info@eirforsakring.se, through Omocom (registered as Sharin AB), which is an affiliated insurance intermediary and is registered with the Swedish Companies Registration Office.

15. Swedish Insurance Contracts Act

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

16. Personal data

Personal data is processed by both Omocom and Eir, 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, bloxcar.fi and eirforsakring.se/). Contact us if you would like to receive the information from each company.

17. If we do not agree

Review of your case

If you are not satisfied with a case decision, you can always have the decision reviewed, either by contacting Omocom to clear up any misunderstanding, or by writing to the insurer's complaints officer (Eir Försäkring AB) to present your case and request a review.

Omocom can be contacted by telephone +46 (0) 8 520 278 70, or by email hello@omocom.se.

Finnish Financial Ombudsman Bureau and Finnish Consumer Advisory Service

If your case has been reviewed and you are still not satisfied, you have the opportunity to contact the Finnish Financial Ombudsman Bureau for free advice and support on compensation issues and the application of insurance agreements and terms.

Finnish Financial Ombudsman Bureau
Porkalagatan 1
FI-00180 Helsinki

You can also contact the Finnish Consumer Advisory Service at kkkv.fi

Ordinary court

In most cases, an insurance dispute can also be examined by a general court.

18. Glossary – definitions

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

Insured – The group member who rents out insured property listed on the insurance statement.

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

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.

Insurer – The company which has entered into an insurance contract with the policyholder and is obliged to pay insurance compensation in accordance with the insurance contract, in this case Eir Försäkring AB.

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 insurer, in this case Omocom.

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

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