

Rental of motorhomes and caravans

Terms and conditions

Valid from 2022-04-01

Camptoo – Rental of motorhomes and caravans

Insurance terms and conditions

The insurance is a voluntary group insurance. Camptoo (Deelit Ventures BV, no. 61500763) has, as a group representative, entered into a group agreement with Dina Försäkring AB (no. 516401-8029), registered office at Skeppsbron 2, 103 18 Stockholm, Sweden. Through this group agreement, all Camptoo's customers are applicable for this insurance according to these terms and conditions. Both the person renting and the person renting out the insured vehicle are group members.

The representative of the insurer and agent in this group insurance is Omocom AB (no. 559097-2377), registered office at Birkagatan 1, 113 36 Stockholm, Sweden. Omocom has been appointed to sell and administer this insurance policy on Dina Försäkring's behalf and receives commission for such sales and administration from Dina Försäkring.

Both Dina Försäkring AB and Omocom AB have permission to write business in Poland through FOS (Freedom of Service). Both parties are under the supervision of the Swedish Financial Supervisory Authority.

This insurance covers damages specified in section 5. *What the insurance applies to* for which the rentee would be obliged to reimburse the vehicle owner according to the rental agreement between the vehicle owner and the rentee.

1. Conditions for the insurance to apply

The insurance applies to the vehicle specified in the rental agreement. The following conditions must be met throughout the insurance period. If the conditions below are not met, compensation may not be paid.

The vehicle must:

- be registered in Poland
- be a motorhome, caravan, tent trailer or a light truck converted into a motorhome
- have a traffic insurance
- be equipped with a functioning CE-approved GPS tracking device if the market value exceeds PLN 500 000.

The total weight must not exceed 6 000 kilograms for motorhomes and 3 000 kilograms for caravans.

The vehicle must not:

- be subject to an off-road notification
- have driven more than 300 000 kilometers
- be registered for professional use
- be subject to a driving ban.

The person renting out the vehicle must be the registered owner of the vehicle or have written permission from the registered owner to rent out the vehicle.

The rentee and any co-driver in the rental agreement must:

- be at least 23 years old
- have had a valid driver's license for at least 3 years
- be authorized to drive the vehicle
- have a driving license that is issued in EEA, the UK or Switzerland
- be registered in EEA, the UK or Switzerland
- be able to present a passport or a national identity document

If the vehicle is to be driven outside of Poland:

- the rentee must bring a Green Card throughout the rental period

2. Who the insurance applies to

The insurance applies to:

The vehicle owner. The following sections apply to the owner:

- 5.2 Compensation for the vehicle insurance's excess

- *5.3 Damage and loss*
- *5.6 Legal protection*
- *5.7 Bonus loss*
- *5.8 Loss of rental income*

The rentee and any co-driver in the rental agreement. The following sections apply to the rentee and any co-driver in the rental agreement:

- *5.4 Road assistance*
- *5.5 Compensation in case of repair*
- *5.6 Legal protection*

3. When the insurance applies

The insurance is in force during the period the vehicle is rented according to the rental contract, provided that the insurance premium has been paid.

In addition, the following applies:

- If the vehicle is picked up early, the insurance will, at the earliest, apply from 00:00 on the date when the rental starts according to the rental agreement
- If the vehicle is picked up later within the rental period, the insurance does not take effect until that time
- If the vehicle is returned earlier within the rental period, the insurance terminates at that time
- If the vehicle is returned late, the insurance will be valid until a maximum of 23:59 on the date the rental ends according to the rental agreement.

The insurance shall only apply if the rentee or another approved driver under the rental agreement drives the vehicle.

The insurance expires:

If the vehicle:

- is handed over to another party, such as a repair garage, for repair or servicing and the rental gets cancelled
- is subject to an off-road notification

If the owner uses the vehicle during the rental period.

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

4. Where the insurance applies

The insurance applies to damage, theft or loss occurring in the countries that are members of the Green Card agreement.

5. What the insurance applies to

5.1. Insured property

The insurance applies to:

- the vehicle that is stated in the rental agreement
- normal equipment belonging to and located in or on the vehicle
- personal property normally contained in the vehicle and belonging to the owner or to a member of his or her household

Audio and visual equipment must be permanently installed and designed to be used only in the vehicle.

5.2. Compensation for the vehicle insurance's excess

In cases where damage, loss, or theft, according to sections 5.3–5.8, is covered by other insurance the excess deducted from the other insurance is reimbursed up to a maximum of PLN 5 000.

5.2.1. Traffic insurance deductible

Damages attributable to third party liability must be directed to the vehicle's motor third-party liability insurance. In these cases, this insurance will compensate for the deductible.

If there is no other insurance covering the damage, theft, or loss this insurance may cover it according to sections 5.3–5.8 below.

5.3. Damage and loss

The insurance applies to damage and loss in accordance with sections 5.3.1–5.3.6 below.

5.3.1. Theft

The insurance covers damage due to:

- theft
- assault
- robbery
- burglary
- attempted theft, assault, burglary, or robbery
- intentional damage in connection with any of the above events.

The insurance does not apply to theft or intentional damage:

- performed when the key has been handed over to someone other than the rentee or his or her travel companion or when the key has been left in or nearby the vehicle.

Special requirements

- When leaving the vehicle, it must be locked, and the key must be taken with. The key must not be left in the vehicle or in the vicinity of the vehicle and must be stored carefully so that unauthorized persons cannot gain access to it.
- Motorhomes must be locked with an ignition lock.
- The vehicle must be equipped with a functioning CE-approved GPS tracking device if the market value exceeds PLN 500 000.
- Equipment for the vehicle must be locked in the vehicle. Equipment on the vehicle must be permanently mounted.

Failure to comply with the requirements may result in a reduction in the amount of compensation for damage or even a total absence of compensation, depending on the significance of the occurrence and extent of the damage. In addition, the deductible may be increased by up to 100% for the rentee.

5.3.2. Theft by rentee

If the rentee has not returned the vehicle to the owner within 30 days of the agreed return date and the whereabouts of the vehicle is unknown, the vehicle and other insured property will be compensated in accordance with section 5.3.1 *Theft*.

5.3.3. Fire

The insurance applies to damage:

- by lightning, explosion or fire set free
- fire started by a third person

The insurance does not apply to damage:

- by explosion in the engine, exhaust system, tyres, and hoses.

5.3.4. Glass

The insurance applies to:

- broken, shattered, or cracked windshield, side window or rear window.

The insurance does not cover:

- damage to sunshade, lantern glass or glass roof.

5.3.5. Vehicle damage

The insurance applies to damage caused by:

- traffic accident
- other external accident
- intentional damage by a third party.

The insurance does not cover:

- damage caused from inside the vehicle, such as mice causing damage to the vehicle
- damage due to wear and tear, rust, corrosion, cold, damp or moisture and lack of maintenance
- costs which can be reimbursed under the vehicle damage guarantee
- damage to a part of the vehicle caused by a defect in design, manufacture, or materials.

Special requirements

- The vehicle must not be used in conditions which place abnormal stress on the vehicle.
- The maximum load and maximum towing capacity of the vehicle must not be exceeded.

Failure to comply with the requirements may result in a reduction in the amount of compensation for damage or even a total absence of compensation, depending on the significance of the occurrence and extent of the damage. In addition, the deductible may be increased by up to 100% for the rentee.

5.3.6. Interior

The insurance covers personal property normally contained in the vehicle and belonging to the owner of the vehicle or a member of his or her household.

The insurance covers loss of, and damage to, the property if the damage occurs in connection with:

- a compensable fire, theft, or vehicle damage
- a sudden and unforeseen external event
- theft by the rentee
- damage in connection with a traffic accident.

The insurance does not apply to:

- theft-prone property
- cash and valuables
- property belonging to the rentee.

Special requirements

- Personal movables must be kept locked in the vehicle.

Failure to comply with the requirements may result in a reduction in the amount of compensation for damage or even a total absence of compensation, depending on the significance of the occurrence and extent of the damage. In addition, the deductible may be increased by up to 100% for the rentee.

5.4. Road assistance

If the vehicle cannot be driven, call IMA for assistance or transport. The vehicle will always be transported to the nearest repair garage that can repair the vehicle. Contact IMA on telephone number +49 89 143 688 657.

5.4.1. Vehicle transport

If the vehicle is stolen and recovered, damaged or otherwise out of service, the insurance will pay for towing to the nearest repair garage capable of repairing the vehicle or repair on the roadside if this is not more expensive. Examples of assistance in the event of a breakdown include jump start (recharging the 12V battery), changing a tyre or unlocking a car door.

Reasonable travel costs are reimbursed for the collection of the vehicle.

The insurance also covers transport of the vehicle when the driver suffers an accident, an acute illness or has died and no other passenger in the travelling party can drive the vehicle. The vehicle will then be transported to the owner's place of residence in Poland.

The insurance does not provide compensation for:

- breakdown due to lack of fuel

5.4.2. Passenger transport

If the vehicle is damaged or stolen, transport of the driver and passengers to the place where the vehicle should have been returned (the place of return) is reimbursed. The insurance also covers transport of passengers when the driver suffers an accident, sudden illness, or death and no one else in the travelling party can drive the vehicle.

Travel to the place of return is reimbursed at the cost of travel by the cheapest means of transport. Instead of travel to the place of return, the cost of further travel to another place may be reimbursed if this is not more expensive.

The insurance does not cover:

- transport of the driver and passengers when the vehicle can be repaired within a reasonable time with regard to the continued journey
- additional cost for transporting goods other than luggage.

5.5. Compensation in case of repair

If the vehicle needs to be repaired in a workshop due to a reimbursable damage, the rentee will be compensated with PLN 370 per day for a maximum of three days. Compensation will be paid while waiting for the repair or until it becomes clear that repair is not possible.

5.6. Legal protection

The insurance covers representation and litigation costs for the owner, rentee and driver in the event of a dispute concerning the driving of the vehicle that can be tried in an insurance board, the district court, court of appeal or the Supreme Court. The insurance covers necessary and reasonable expenses for legal services and court costs incurred in connection with legal assistance in a civil or criminal case. Expenses must be approved by the insurer in advance. The insurance does not cover the other party's legal costs. The insurance does not cover a fine ordered by a court in a criminal case.

The insurer or Omocom will not in any way engage in the dispute. Always contact the insurer or Omocom before making any commitments relating to a dispute. Any action taken without the insurer's or Omocom's permission may result in reduction or a complete denial of compensation.

Specific limitation of compensation

The insurance covers a maximum of EUR 20 000. The insurance does not apply to disputes about small claims, except for litigation brought against the insurer. A small claim is a dispute with an interest of less than EUR 2 500.

If the value of the disputed interest can be estimated in monetary terms, the insurance will reimburse up to the insured amount, but not more than twice the value of the disputed interest. This limitation does not apply to litigation against the insurer.

The insurance does not apply to disputes between the vehicle owner and the rentee.

5.7. Bonus loss

The insurance pays out a lump sum to the owner for bonus loss in the event of activation of any other insurance during the rental through Camptoo. The insurance provides compensation for bonus loss for a maximum of one insurance year, but not more than PLN 1 000.

5.8. Loss of rental income

The insurance compensates the owner for the loss of rental income resulting from damage compensable under this insurance.

Lost rental income refers, at the time of the damage, to the next booked rental period. No compensation is paid for the current rental period.

Compensation is provided if:

- the cancelled rental period has been booked via Camptoo
- the damage on which the cancellation is based have occurred within the insurance period
- the vehicle is not repaired or replaced before the start of the next rental period
- the cancellation applies to a rental contract with a start date within two weeks from the date of the damage.

The insurance compensates lost rental income up to a maximum of PLN 370 per day for a maximum of two weeks. The daily compensation cannot exceed the actual loss of rent per day.

6. What the insurance does not apply to

The insurance does not cover:

- motor vehicle liability towards third parties. Motor vehicle liability must be covered by the owner's existing motor insurance and not by this insurance
- machinery damage limited to the mechanical, electrical, or electronic parts of the vehicle in the engine and gearbox, and which is related to vehicle wear and tear
- damage caused by normal use of the vehicle such as superficial scratches or small door dings less than five centimeters in diameter
- loss of fuel, oils, and fluids due to a smaller quantity being present at the time of return of the vehicle than at the time of rental
- damage due to, or caused by, insufficient coolant, oils or similar
- misfuelling
- damage occurring when the vehicle is used for competition or training or other forms of speed driving and stunt-like exercises with the vehicle.

7. Insurance amount

The insurance provides compensation for a maximum of PLN 1 000 000. For audio, video and communication equipment, the insurance provides compensation for a maximum of PLN 15 000.

8. Deductible

The deductible is PLN 5 000 or PLN 1 500 per claim depending on whether the rentee has chosen to add excess reduction or not. The deductible must be paid by the rentee.

The deductible does not apply to repair of stone chips (*5.3.4 Glass*), *5.4 Road assistance*, *5.5 Compensation in case of repair*, *5.7 Bonus loss* or *5.8 Loss of rental income*.

9. Safety regulations

The insurance is subject to general requirements and special requirements for certain events. The special requirements are set out in the relevant section of the policy.

General requirements

- The vehicle must not be driven by a driver who is criminally under the influence of alcohol, drugs, medicines, or any other intoxicating agent
- The driver must have the license and age required to drive the vehicle
- The vehicle must not be used if a driving ban has been imposed or has begun during the rental period
- The vehicle manufacturer's instructions on the use, care and repair of the vehicle, its devices, equipment, and tools must be followed
- The vehicle must be legally equipped, e.g., legal tyre depth thread
- The provisions of Camptoo's terms of use and the rental agreement must be respected
- Laws and government regulations must be complied with

Failure to comply with the requirements may result in a reduction in the amount of compensation for damage or even a total absence of compensation, depending on the significance of the occurrence and extent of the damage. In addition, the deductible may be increased by up to 100% for the rentee.

10. Notification of damage

Damage must be reported to Omocom as soon as you become aware of the damage. The report should be made via Omocom's claim form available on Camptoo's website.

In the event of damage, you must submit:

- a completed claim report
- a copy of the transfer form
- a copy of the statement of compensation if the damage has been covered by another insurance and you wish to be reimbursed for the deductible
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If you have any questions, please contact Omocom by telephone: +46 8 520 278 70 (English and Swedish only) or by e-mail hello@omocom.insurance.

If the vehicle cannot be driven, call IMA on telephone number +49 89 143 688 657. When contacting IMA, please state your name, vehicle registration number and cause of damage.

10.1. Participation in claims settlement

You must do your utmost to ensure that the incident is resolved as soon as possible. You must provide information that may be relevant to the settlement of the claim. In particular, you must answer the questions put to you by the claims representative. If the insurer suffers damage because of your failure to cooperate, your compensation will be reduced in accordance with what can be considered reasonable by the circumstances.

10.2. Incorrect information in connection with damage

If you or someone else who claims compensation after injury, 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.

10.3. Limitation period

Anyone who wants insurance compensation or other insurance coverage must report this to Omocom or Dina Försäkring no later than three years, and in the case of tort claims, ten years from the time the damage was discovered, otherwise the right to compensation is lost.

If the person seeking compensation has submitted the claim to Omocom or Dina Försäkring within the time limit specified in the first paragraph, the time limit for bringing an action against Omocom or Dina Försäkring is three years, and in the case of tort claims, ten years from the time Omocom or Dina Försäkring has declared that it has taken a final position on the claim.

11. How the damage is regulated

Once you have reported the damage, the insurer will decide how to compensate you. Compensation can be made through repair to restore functionality, replacement, or cash refund. In the case of replacement or repair, the insurer has the right to decide where the purchase or repair should be made. The insurer also has the right to determine the method of repair.

For repairs, contact a repairer you trust and get a quote for our approval. You as the owner must order and approve or complain about the work carried out.

For minor repairs, such as self-repair, laundering of textiles and minor painting work, compensation for own work may be applicable. Compensation for own work is given at PLN 75 per hour in addition to the cost of materials.

Second-hand and alternative parts should be used as far as possible by the repairer or by yourself when repairing.

If you do not follow our instructions as described above, the insurer's liability is limited to the cost that would have incurred if the instructions had been followed.

11.1. How the vehicle and equipment are valued

Compensation for damage is based on the market value of the vehicle or equipment immediately before the damage. With market value we mean the value in general trade.

Certain equipment, as listed in the table below, is valued at the cost of buying new equivalent equipment. Compensation is then paid at the percentage of the new price indicated in the table below. Other equipment is reimbursed at market value.

| Object | Age and compensation in percent | | | | | | | | |
|--|---------------------------------|-------|--------|--------|--------|--------|--------|--------|----------|
| | <1 yr. | 1 yr. | 2 yrs. | 3 yrs. | 4 yrs. | 5 yrs. | 6 yrs. | 7 yrs. | > 8 yrs. |
| Audio and visual equipment | 100 | 90 | 80 | 70 | 60 | 50 | 40 | 30 | 20 |
| Car battery | 100 | 80 | 60 | 40 | 30 | 20 | 20 | 20 | 20 |
| Car battery for electric and hybrid drive | 100 | 100 | 100 | 75 | 75 | 50 | 25 | 25 | 25 |
| Awnings and sun canopies for caravans | 100 | 85 | 70 | 60 | 40 | 30 | 20 | 20 | 20 |
| Alloy wheels | 100 | 100 | 90 | 80 | 70 | 60 | 40 | 30 | 20 |
| Tyres* | 100 | 100 | 70 | 60 | 50 | 40 | 20 | 0 | 0 |
| Roof boxes, roof racks and additional lights | 100 | 70 | 60 | 50 | 20 | 20 | 20 | 20 | 20 |
| Children car seats | 100 | 80 | 70 | 60 | 50 | 40 | 20 | 20 | 20 |

*A prerequisite is that the tyres are in good working order and have the statutory tread depth

11.2. Inspection of damage

The insurer has the right to have the damage inspected. Therefore, we ask you to keep the property until the damage is settled.

11.3. Ownership of compensated property

The insurer assumes ownership of replaced property.

11.4. Right of recourse

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

12. Right to terminate the insurance

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

13. Insurer

The insurer is Dina Försäkring AB. Omocom AB is an independent insurance intermediary. Both parties are under the supervision of the Swedish Financial Supervisory Authority.

14. Rules in special cases

14.1. Supplier guarantee

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

14.2. 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 unauthorized.

14.3. Nuclear damage

The insurance does not apply to damage to property or liability for damages if the damage was directly or indirectly caused by a nuclear process.

14.4. Force majeure

The insurer is not liable for loss that may arise 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 on the orders of a government or authority

15. The Insurance Contracts Act

For this insurance, the provisions of the Polish Civil Code (Act of 23 April 1964; Uniform text: Journal of Laws of 2020, item 1740 as amended changes) shall apply.

16. Complaints

Insured parties, who are natural persons may submit a complaint regarding the services provided by Omocom or Dina Försäkring. The complaint may be submitted in writing, verbally or in an electronic form.

For complaints to Omocom, the complaint should be sent to Omocom's address (Omocom AB, Birkagatan 1, 113 36 Stockholm) or via e-mail (hello@omocom.insurance), stating the name and surname or the name and address of the claimant submitting a complaint or via a phone (+46 8 520 278 70) or in person in the Omocom office.

For complaints to Dina Försäkring, the complaint should be sent to Dina Försäkring's complaints officer's address (Dina Försäkring AB, Skeppsbron 2, 103 18 Stockholm, Sweden) or e-mail (info@dina.se), stating the name and surname or the name and address of the claimant submitting a complaint or via a phone (+46 770-160290) or in person in the Dina Försäkring office.

The response to the submitted complaint is made in writing not later than within 30 days from the date Omocom received the complaint, and in cases particularly complicated within 60 days, which will be communicated by Omocom, giving the reasons for the delay, stating the necessary circumstances which need to be determined for the cognizance of the case and indicating the date of response.

At the claimant's request, the response may be sent in electronic form via e-mail.

In the case of rejection of the claim arising from the complaint, the claimant may apply for cognizance of the case to the Financial Ombudsman, appropriate private consumer ombudsman or bring an action to court.

Financial Ombudsman (Rzecznik Finansowy)
ul. Nowogrodzka 47A
00-695 Warszawa
E-mail contact biuro@rf.gov.pl
Telephone: +48 22 333-73-26 or +48 22 333-73-27

See Omocom's website: www.omocom.insurance for more information.

17. Personal data

Personal data is processed by both Omocom and Dina Försäkring, 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 imy.se, omocom.insurance and dina.se). Contact us if you would like to receive the information from each company.

Definitions

Cover letter – 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.

Group agreement – the agreement between the insurer and the group representative that regulates which insurance coverage the group members can apply for. A valid group agreement is a prerequisite for it to be possible to enter individual insurance contracts in accordance with 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., Camptoo.

Group representative – the party that has entered into the group agreement with the insurer, in this case Camptoo.

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

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 according to the Polish Civil Code (Act of 23 April 1964; Uniform text: Journal of Laws of 2020, item 1740 as amended changes) and Polish law in general.

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

Insured – the group member who rents or rents out the insured vehicle listed in the cover letter.

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 Dina Försäkring.

Market value – the value in general trade. The market value can be calculated by comparing the object with similar objects on the secondary market.

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

Voluntary group insurance – an insurance that a person who belongs to a special group has the right to sign.

The insurance is activated upon payment of the insurance premium. For every zloty paid in premium, 20 groszy goes to Omocom, who handles all technical integration on the platform, the design of the insurance, customer service and claims settlement. The remaining 80 groszy goes to Dina Försäkring AB who is the risk carrier.