

# MyCamper – Rental Insurance

General Insurance Conditions

Valid from 18 May 2026

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## Translation Disclaimer

This document has been translated from its original language using machine translation (AI-based tools) for convenience and informational purposes only. While reasonable efforts have been made to ensure the accuracy of the translation, errors, omissions, or inaccuracies may occur. In the event of any discrepancy, ambiguity, inconsistency, or conflict between this translated version and the original language version, the original language version shall prevail and remain the legally binding version.

The insurance is offered as voluntary group insurance and is based on the group insurance contract concluded between MyCamper Nordic AB (company registration number 556908-4808), hereinafter “MyCamper”, and Omocom Försäkring AB (company registration number 559097-2377), hereinafter “Omocom”.

MyCamper acts as the group representative in this matter. The insurer is Omocom Försäkring AB, Birkagatan 1, 113 36 Stockholm, Sweden. Omocom is subject to supervision by the Swedish Financial Supervisory Authority (Finansinspektionen).

MyCamper customers may join the group insurance in accordance with these insurance terms and conditions.

Omocom is entitled to outsource the processing and settlement of claims, in whole or in part, to external service providers. Claims are currently settled by Van Ameyde (Company Registration Number 556470-9078), Slättagårdsvägen 1a, 372 51 Kallinge, Sweden.

Where the terms “you” or “your” are used in these insurance terms and conditions, they refer – unless expressly stated otherwise – to the policyholder and the other insured persons. “We”, “us” or “our” refer to Omocom.

## SCOPE OF COVER

### 1. Conditions for insurance cover

Insurance cover applies to the vehicle specified in the rental agreement, provided that MyCamper’s terms of use and the provisions of the rental agreement are complied with.

The conditions set out below must be met throughout the entire insurance period. Failure to comply with these conditions may – depending on the circumstances of the individual case – result in a reduction or complete withdrawal of the insurance benefit.

### Requirements regarding the vehicle

The vehicle must:

- be registered in Germany,
- be classified as a motorhome, caravan, tent trailer or campervan,
- be registered for use on public roads and not be de-registered,
- have the legally required motor vehicle liability insurance,
- be fitted with a recognised tracking system if its market value exceeds EUR 100,000.

The maximum permissible weight must not exceed 6,000 kg for motorhomes and campervans, and 3,000 kg for caravans.

In particular, the vehicle must not:

- have a mileage of more than 300,000 kilometres,
- be registered for commercial use,
- be owned by a company,
- be subject to a driving ban.

The hirer must either be registered as the owner of the vehicle or have written authorisation from the registered owner to hire out the vehicle.

#### **Requirements regarding the renter and additional drivers**

The renter and all authorised drivers must:

- be at least 23 years old,
- have held a valid driving licence for at least three (3) years,
- be authorised to drive the vehicle,
- hold a driving licence issued in a Member State of the European Economic Area (EEA), the United Kingdom, Switzerland, Australia, New Zealand, Canada or the United States of America,
- be resident in the EEA, the United Kingdom, Switzerland, Australia, New Zealand, Canada or the United States of America,
- and be able to present a valid passport or official photo ID upon request.

Renters or drivers residing in Australia, New Zealand, Canada or the United States of America must also hold a valid international driving licence and be able to present it on request.

#### **Use outside Germany**

If the vehicle is to be used outside Germany, the following also applies:

- Use outside Germany must be specified at the time of booking,
- the hirer must carry a valid International Motor Insurance Certificate ('Green Card') for the entire duration of the hire.

#### **2. Insured Persons**

Insurance cover applies to the owner of the insured vehicle. Compensation for damage to the vehicle will be paid to the vehicle owner in accordance with these insurance terms and conditions.

Insurance cover also applies – to the extent described below – to the hirer and authorised additional drivers in respect of the following benefits:

- 5.4.1 Breakdown assistance – vehicle transport
- 5.4.2 Breakdown assistance – passenger transport
- 5.5 Legal protection
- 5.7 Compensation for the hirer during the repair period
- 6.1 Excess reduction (surcharge)

The insurance does not constitute a limitation of the hirer's contractual or statutory liability towards the vehicle owner.

#### **3. Period of cover**

Insurance cover applies for the rental period agreed in the rental contract ("rental period"), provided that the insurance premium has been paid.

In addition, the following applies:

- If the vehicle is collected before the agreed start of the rental period, insurance cover commences at the earliest at 00:00 on the rental start date agreed in the rental agreement.
- If the vehicle is collected after the agreed start of the rental period, insurance cover only commences upon the actual collection of the vehicle.
- If the vehicle is returned before the agreed end of the rental period, insurance cover ends upon return of the vehicle.
- If the vehicle is returned after the agreed rental period has expired, insurance cover ends no later than 23:59 on the last day of the rental period agreed in the rental agreement.

Insurance cover applies exclusively if the vehicle is driven by the hirer or by an authorised driver expressly named in the hire agreement.

No insurance cover applies:

- whilst the vehicle has been handed over to third parties, in particular garages, for maintenance, inspection or repair,
- if the vehicle has been taken off the road or deregistered,
- if the vehicle is used by the vehicle owner themselves during the rental period.

The maximum insurance period per rental agreement is 90 consecutive days.

#### **4. Scope**

The insurance cover applies within Germany.

Provided that use outside Germany was specified at the time of booking, insurance cover also applies to journeys within the countries listed below.

Insurance cover applies within and between the Member States of the European Union (EU) as well as in Albania, Andorra, Bosnia and Herzegovina, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Switzerland and Serbia.

For journeys outside Germany, the hirer is obliged to carry a valid International Motor Insurance Certificate ('Green Card') for the entire duration of the hire.

#### **5. Insured benefits**

##### **5.1 Insured vehicle and insured items**

Insurance cover applies to:

- the vehicle specified in the rental agreement,
- fixed vehicle parts and the vehicle's standard equipment, provided these are in or on the vehicle at the start of the hire period,
- loose items covered by the insurance that are normally part of the vehicle and are used in conjunction with it, provided they are in or on the vehicle at the start of the hire period.

Audio, multimedia and communication devices are only insured if they are permanently installed in the vehicle and intended exclusively for use within the vehicle.

##### **5.2 Reimbursement of the excess under the motor insurance**

This insurance accepts no liability for damage covered by the statutory motor vehicle liability insurance or any other statutory liability insurance. Such damage must be reported immediately to the relevant primary insurer.

If damage to the insured vehicle is settled through the vehicle's existing motor insurance – in particular through third-party liability insurance, comprehensive insurance, partial comprehensive insurance or a comparable vehicle warranty – this insurance will reimburse the excess incurred in the event of a claim.

The compensation payment is limited to a maximum of EUR 1,000 per claim.

A prerequisite for reimbursement is that the damage would in principle also be covered under these insurance terms and conditions. This does not apply to damage settled exclusively through statutory motor vehicle liability insurance.

##### *Special excess*

For benefits under clause 5.2, an excess of EUR 1,000 per claim applies.

##### **5.3 Damage and loss**

Insurance cover is provided for damage and loss in accordance with the following provisions of clauses 5.3.1 to 5.3.5.

### **5.3.1 Theft**

Insurance cover is provided for damage or loss resulting from:

- theft,
- misappropriation,
- robbery,
- attempted theft or attempted robbery,
- intentional damage to the vehicle in connection with any of the aforementioned events.

#### *Procedure in the event of vehicle theft*

In the event of vehicle theft, a 30-day investigation period applies from the time the theft is reported to the police and the claim is reported to Omocom. During this period, there is a possibility that the vehicle may be recovered.

If the vehicle is not recovered within this period, it shall be deemed to have been permanently lost and may be compensated in accordance with these insurance terms and conditions.

#### *Exclusions*

No cover is provided for theft or vandalism if the vehicle keys, vehicle card, remote control key or other devices used to open or start the vehicle:

- were left in the vehicle,
- were left unattended in the immediate vicinity of the vehicle,
- or have otherwise been made accessible to third parties without authorisation.

#### *Special obligations*

The policyholder, the hirer and authorised drivers are obliged to:

- to lock the vehicle properly when leaving it,
- to keep the vehicle keys, vehicle card or other access devices safe and secure against unauthorised access,
- to secure motorhomes and campervans against unauthorised use,
- to protect caravans against theft using suitable security devices,
- to store loose items belonging to the vehicle either inside the locked vehicle or to secure them firmly to the vehicle,
- to fit vehicles with a market value of over EUR 100,000 with a recognised tracking system.

In the event of a breach of the aforementioned obligations, the insurance benefit may be reduced in whole or in part in accordance with statutory provisions.

The provisions set out in Section 10 "Obligations" shall apply in addition.

### **5.3.2 Misappropriation by the hirer**

If the vehicle is not returned by the hirer after the agreed hire period has expired and the whereabouts of the vehicle are unknown, insurance cover may apply in accordance with Clause 5.3.1.

No insurance cover applies if the whereabouts of the vehicle are known and it is reasonably possible for the vehicle owner to recover the vehicle.

Compensation is subject to the following conditions:

- the incident was reported immediately to the relevant police authority,
- the vehicle owner has taken reasonable steps to recover the vehicle, in particular by attempting to contact the renter.

### 5.3.3 Fire

Insurance cover applies to damage directly caused by:

- fire,
- lightning,
- explosion,
- deliberate arson by third parties.

A fire is defined as a blaze that has started without a designated source or has spread from such a source and is capable of spreading under its own power.

#### *Exclusions*

No cover is provided for damage:

- caused by explosions in the engine, the exhaust system, tyres or hoses,
- attributable to wear and tear, lack of maintenance, material faults or technical defects in mechanical or electrical components, provided the damage did not arise as a result of an insured fire incident.

### 5.3.4 Glass breakage

Insurance cover applies exclusively to motorhomes and campervans.

Cover is provided for damage to the vehicle's glazing if it is damaged by breakage, shattering or puncture.

For motorhomes, cover applies exclusively to the glazing of the driver's cab, in particular to:

- windscreen,
- side windows,
- rear window, if fitted.

For caravans, cover generally applies to all permanently fitted glass panes of the vehicle.

There is no insurance cover for glazing made of plastic, acrylic glass or similar materials.

#### *Exclusions*

No cover is provided for:

- Damage resulting from an accident, collision, overturning, leaving the road or wilful damage by third parties. Such damage may be compensated in accordance with clause 5.3.5.
- Damage to glass roofs, skylights, roof hatches or lighting units, including headlamp lenses.
- Damage to plastic windows or glazing made of composite materials, regardless of the cause of the damage. Such damage may be compensated in accordance with clause 5.3.5 where applicable.

#### *Special excess*

If a damaged windscreen can be repaired professionally, the excess does not apply.

### 5.3.5 Vehicle damage

A prerequisite for insurance cover under this clause is that the insured vehicle is covered by valid comprehensive insurance.

Insurance cover applies to damage to the vehicle resulting from:

- an accident,
- veering off the road,
- overturning or rolling over,
- other sudden external events affecting the vehicle,
- intentional damage caused by third parties

### *Exclusions*

No cover is provided for damage:

- resulting from wear and tear, ageing, rust, corrosion, cold, damp or lack of maintenance,
- which can be compensated under a guarantee, warranty or similar obligation,
- which is attributable to design, production, material or manufacturing defects.

### *Special obligations*

The policyholder, the hirer and authorised drivers are obliged:

- not to use the vehicle under exceptional or improper conditions,
- to comply with the permissible gross vehicle weight and permissible trailer loads,
- to properly close and lock windows, roof hatches, ventilation openings and similar openings before setting off.

In the event of a breach of these obligations, the insurance benefit may be reduced in whole or in part in accordance with statutory provisions.

The provisions set out in Clause 10 "Obligations" shall apply in addition.

### *Special excess for damage caused by falling objects*

An increased excess applies to damage to the upper parts of the vehicle ('upper body damage').

Damage caused by collisions with the following is considered height damage in particular:

- bridges,
- underpasses,
- branches,
- roofs,
- driveways,
- or other obstacles at height.

In such cases, the agreed excess is doubled.

### **5.3.6 All-risk cover**

Insurance cover is provided for sudden and unforeseen damage to the insured vehicle or to co-insured vehicle components, provided that the damage is not already covered by clauses 5.3.1 to 5.3.5 and no exclusion under these insurance conditions applies.

In particular, the insurance covers:

- Damage to the vehicle interior up to a maximum of EUR 5,000 per claim,
- Damage to movable items that are normally part of the vehicle and are located inside it, provided these belong to the vehicle owner or members of their household; valuables, cash, securities and items particularly at risk of theft are excluded. Compensation is limited to a maximum of EUR 1,000 per claim.
- Loss or damage to vehicle keys, vehicle cards or similar access devices, including any necessary reprogramming or replacement of locking systems. The loss must be reported to the police immediately. Compensation is limited to a maximum of EUR 1,000 per claim.
- Costs resulting from misfuelling or filling the water tank with fuel, including the necessary cleaning of the tank, pipes and filters, as well as towing costs to the nearest suitable garage. Resulting engine or mechanical damage, as well as the cost of fuel, are not covered. Compensation is limited to a maximum of EUR 5,000 per claim.

### *Exclusions*

No cover is provided for damage caused directly or indirectly by animals.

### **5.4 Breakdown assistance and vehicle recovery**

If the insured vehicle is no longer roadworthy as a result of a breakdown or an insured incident, the hirer may engage a breakdown, towing or recovery service of their choice.

If the vehicle cannot be repaired at the scene of the incident, it will usually be transported to the nearest suitable garage.

The insurance will reimburse reasonable and documented costs for:

- breakdown assistance,
- towing,
- recovery,
- and transport to the nearest suitable garage.

Reimbursement is made upon presentation of suitable evidence and invoices.

#### *Special excess*

For services in accordance with clause 5.4, the hirer is liable for a contribution of EUR 300 per claim.

In the event of breakdowns outside Germany, the excess increases by a further EUR 100.

No excess applies if the breakdown assistance is required as a result of a sudden and unforeseen mechanical fault that is not attributable to improper use, operator error or lack of maintenance of the vehicle.

In the event of a flat tyre, the agreed excess applies in all cases.

#### **5.4.1 Vehicle transport and recovery**

If the insured vehicle is no longer roadworthy as a result of a breakdown or an insured loss event, the insurance will cover the costs of:

- Towing to the nearest suitable garage,
- Emergency repairs at the scene of the incident, provided this does not incur higher costs than towing,
- Breakdown assistance such as jump-starting, tyre changes, tyre repairs or unlocking the vehicle in the event of being locked out.

If a repaired or roadworthy vehicle is collected, the insurance will reimburse the necessary and reasonable travel costs incurred.

The insurance also covers the costs of transporting the vehicle back to the vehicle owner's place of residence in Germany, provided that:

- the driver falls acutely ill, is injured or dies as a result of an accident,
- and no other authorised person from the travel group is able to drive the vehicle

#### *Exclusions*

No cover is provided for:

- Breakdowns or mechanical failures resulting from a lack of fuel,
- Breakdowns or operational faults attributable to obvious neglect of the vehicle's maintenance or upkeep.

If the insurer nevertheless covers costs in such cases, the vehicle owner is obliged to reimburse these expenses.

#### **5.4.2 Passenger transport and onward travel**

If the insured vehicle is no longer roadworthy as a result of a breakdown or an insured loss event, the insurance will cover the reasonable costs of onward or return travel for the driver and authorised passengers.

Insurance cover applies to transport from the place of the incident to the originally intended return point of the vehicle or, alternatively, to another destination, provided this does not result in higher costs.

Reimbursement is limited to the cost of the cheapest suitable means of public transport.

The insurance also covers the costs of the onward or return journey for fellow passengers if:

- the driver falls acutely ill, is injured or dies as a result of an accident,
- and no other authorised person from the travel group is able to drive the vehicle.

#### *Exclusions*

No cover is provided for:

- costs of passenger transport, provided the vehicle can be repaired within a reasonable period of time and the journey can be continued,
- additional costs for the transport of items exceeding normal personal luggage.

#### **5.5 Coverage of costs in traffic-related legal disputes**

The insurance covers – to the extent described below – reasonable legal, court and procedural costs in disputes arising directly from the use of the insured vehicle on public roads.

Insurance cover applies exclusively to disputes with third parties and only insofar as these can be brought before ordinary courts within the European Union.

Before instructing a solicitor or taking legal action, Omocom must be contacted and a confirmation of cover obtained.

#### *Special limitations on cover*

The compensation payment is limited to a maximum of EUR 20,000 per legal dispute.

#### *Exclusions*

In particular, no cover is provided for:

- Disputes between the vehicle owner and the hirer,
- Disputes arising from the rental agreement,
- contractual claims or breaches of contract,
- claims relating to non-payment,
- Disputes involving a minor amount in dispute of less than EUR 500,
- legal disputes caused intentionally.

#### **5.6 Compensation for loss of rental income**

The insurance will compensate the vehicle owner for lost rental income, provided that this is directly attributable to the fact that the insured vehicle cannot be re-let as a result of damage covered under these insurance terms and conditions.

Coverage applies exclusively to rental periods that had already been booked bindingly via MyCamper at the time of the loss event and which must be cancelled as a result of the damage.

There is no entitlement to compensation for the rental period in progress at the time of the loss event.

Compensation is payable provided that:

- the cancelled rental period was booked bindingly via the MyCamper platform,
- the loss occurred within the insurance period,
- the vehicle could not be repaired or replaced before the start of the affected rental period,
- the start of the affected rental period is within 14 days of the occurrence of the loss event.

Compensation amounts to a maximum of EUR 75 per calendar day and for a maximum period of 14 calendar days.

The compensation may not exceed the actual proven loss of rental income.

#### **5.7 Assistance in the event of a journey interruption**

If the insured vehicle cannot be used as a result of a claimable loss and repair at a garage is required, the renter shall receive compensation for loss of use amounting to EUR 100 per person per calendar day.

Compensation is limited to a maximum of EUR 500 per claim and to a maximum of three (3) calendar days.

Compensation is paid for the period from the occurrence of the loss event until the time when:

- the vehicle has been repaired and is roadworthy again, or
- it has been established that a repair is no longer economically or technically feasible.

## **6. Tenant's share of liability**

In the event of a claim, the renter is contractually liable for a share of the costs amounting to EUR 2,400 per claim.

Special liability shares may apply to certain types of damage or services. These are set out in the relevant provisions of these insurance terms and conditions.

The excess is to be borne by the renter via MyCamper in accordance with the provisions of the relevant rental agreement.

If a claim falls under several insurance benefits at the same time, only the highest applicable excess applies.

### **6.1 Reduction of the excess (additional option)**

If a reduction in the excess was agreed upon at the time of booking, this is set out in the insurance contract or the booking documents.

The reduction in the excess means that the tenant's contractual excess per claim is reduced from EUR 2,400 to EUR 500.

The reduction in the excess does not apply to:

- Damage resulting from the vehicle overturning or rolling over,
- Damage to awnings, provided these were extended in unsuitable or adverse weather conditions,
- Damage to windows, roof hatches or openings that were open whilst driving,
- Damage resulting from a breach of the obligations set out in clause 10.

## **7. Maximum compensation**

The insurance provides compensation up to a maximum sum insured of EUR 150,000 per claim.

The compensation payment is in all cases limited to the actual market value of the vehicle immediately prior to the occurrence of the loss event.

### *Limitations on cover*

Compensation is also limited to the vehicle value specified for the insured vehicle in the insurance contract or in the booking documents. This value represents the maximum compensation limit, even if the actual market value of the vehicle is higher.

The following additional compensation limits apply to certain items:

- Audio, multimedia and communication devices: maximum of EUR 1,000 per claim,
- Vehicle wraps, lettering, decorative or advertising elements: maximum of EUR 1,500 per claim.

## **8. Exclusions from insurance cover**

No cover is provided for:

- Third-party liability claims. Such claims must be covered by the statutory motor vehicle liability insurance.
- Damage that can be compensated by another insurance policy, guarantee, warranty or other contractual obligation, unless otherwise provided for in these insurance terms and conditions.
- Damage to mechanical, electrical or electronic vehicle components, in particular to the engine, gearbox or drive systems, provided that this is not directly attributable to an insured external incident.
- Signs of wear and tear as well as damage resulting from normal wear and tear, in particular scratches, dents, scuffs or other superficial damage that does not impair the vehicle's functionality and has a diameter of less than five (5) centimetres.
- Damage caused by gradual effects or progressive processes and not attributable to a sudden and unforeseen event.
- Loss or consumption of fuel, oils, coolants or other operating fluids resulting from normal use or from a lower level upon return of the vehicle.
- Damage resulting from insufficient levels of coolant, oil or other operating fluids.
- Damage resulting from improper use of the vehicle or its equipment.
- Damage arising from the vehicle being used for motor sport events, races, driver safety training, speed trials or stunt-like driving manoeuvres.

- Damage that was already present before the start of the rental period.
- Consequential damage or aggravation of pre-existing damage.
- Damage caused by rats, mice, insects or other pests.
- Costs for the replacement, painting or treatment of undamaged vehicle parts solely due to differences in colour or material.

## 9. Obligations

The following obligations must be complied with by the policyholder, the hirer, authorised drivers and any other persons using the insured vehicle with the policyholder's consent.

These obligations are intended to prevent and minimise damage.

In the event of an intentional or grossly negligent breach of these obligations, the insurer may reduce or refuse its cover in whole or in part in accordance with statutory provisions.

When assessing a breach of obligations, the following factors are taken into account in particular:

- the degree of fault,
- the circumstances of the individual case,
- the person who breached the obligation,
- and the causal link between the breach of obligation and the damage incurred.

A reduction or refusal of the insurance benefit may result in the tenant having to bear a higher proportion of the damage themselves in accordance with the provisions of the tenancy agreement.

Both general and specific obligations apply. Specific obligations for individual types of damage or benefits arise from the relevant provisions of these insurance terms and conditions.

In the event of a breach of duty due to gross negligence, the insurer is entitled to reduce its benefit in proportion to the severity of the fault.

### *General obligations*

The policyholder, the hirer and authorised drivers are obliged:

- not to drive the vehicle whilst under the influence of alcohol, drugs, intoxicating substances or misused medication,
- to hold a valid driving licence required for the vehicle in question,
- to comply with the applicable statutory minimum age requirements,
- not to use the vehicle if a driving ban is in force or comes into effect during the hire period,
- to observe the vehicle manufacturer's specifications and recommendations regarding the use, maintenance, care and operation of the vehicle,
- to ensure that the vehicle is at all times in a roadworthy and legally compliant condition, in particular with regard to tyres and mandatory safety equipment,
- to comply with MyCamper's terms of use and the provisions of the rental agreement,
- to comply with all applicable legal and regulatory requirements.

## 10. Reporting damage and duty to cooperate

Claims must be reported to Omocom immediately upon becoming aware of them using the designated claims reporting procedure.

If the claim is reported late and this causes the insurer a disadvantage in the claims assessment or settlement, the insurance benefit may be reduced in whole or in part in accordance with statutory provisions.

In the event of a claim, the following documents in particular must be submitted:

- fully completed claim form,
- a copy of the rental agreement,
- copies of the driving licences of all drivers named in the rental agreement,
- appropriate evidence of the cause, nature and extent of the damage, in particular photographs, invoices or repair receipts,
- a copy of the police report in the event of theft, vandalism or other criminal offences,
- Evidence or statements from other insurance companies, provided that claims are being made in accordance with clause 5.2.

In the event of claims outside Germany, a fully completed European accident report or a comparable international claim form must also be submitted.

Omocom is entitled to request further information, evidence and documents insofar as these are necessary for the assessment of the insurance claim.

If you have any questions, you can contact Omocom by telephone on +46 10 332 02 00 or by email at [hello@omocom.insurance](mailto:hello@omocom.insurance).

If you have any queries regarding an ongoing claim, please refer to the correspondence received in connection with the claim notification.

For breakdown assistance, recovery or other assistance services, please contact RedGo on +46 8 731 40 68. Please have your name, vehicle registration number and details of the nature of the incident to hand.

#### *Obligations of the vehicle owner*

The vehicle owner is obliged to:

- proving that the damage occurred within the insurance period and is generally covered by the agreed insurance cover,
- to provide suitable documentation regarding the condition of the vehicle at the start of the rental period,
- take reasonable measures to minimise and limit the damage.

#### **10.1. Cooperation in the settlement of claims**

The policyholder, the hirer and any other entitled persons are obliged to assist the insurer as fully as possible in the investigation and settlement of the claim.

This includes, in particular:

- providing complete and truthful information regarding the loss event,
- providing any requested information and documents,
- and to answer any queries from the insurer or appointed claims adjusters.

If a person entitled to benefits intentionally or through gross negligence breaches their duty to cooperate and this causes the insurer a disadvantage during the investigation or settlement of the claim, the insurance benefit may be reduced in whole or in part in accordance with the statutory provisions.

#### **10.2. Inspection and securing of the damaged vehicle**

The insurer is entitled to inspect the damaged vehicle or damaged items, or to have them assessed.

Until the claim assessment is complete, damaged items and the vehicle must be kept as unchanged as possible, insofar as this is reasonable.

### **10.3. Incorrect or incomplete information**

If, in connection with a claim, a person entitled to benefits provides incorrect or incomplete information intentionally or through gross negligence, or conceals material facts relevant to the assessment of the insured event or the insurer's obligation to pay benefits, the insurer may refuse to pay benefits in whole or in part in accordance with the statutory provisions.

### **10.4. Assignment of claims**

Insofar as the insurer has paid compensation, the policyholder's statutory or contractual claims for compensation against third parties shall pass to the insurer, insofar as this is permitted by law.

### **10.5. Transfer of ownership of replaced items**

If the insurer replaces damaged or lost items, ownership of the replaced items may pass to the insurer.

## **11. Claims settlement**

Following notification of the claim, Omocom shall decide on the nature and extent of the settlement.

Settlement may take place, in particular, by:

- Repair of the vehicle,
- replacement or provision of a substitute vehicle,
- or payment of financial compensation.

In the event of a repair or replacement, Omocom is entitled to decide on the method of rectifying the damage and the selection of suitable repairers or suppliers, taking into account cost-effectiveness, availability and technical requirements.

#### *Repairs and cost estimates*

Omocom must be contacted before any repair work begins. Repairs and any associated costs generally require the insurer's prior approval.

Cost estimates, invoices and other supporting documents must be submitted on request.

The vehicle owner remains the contractual partner of the repairer commissioned and is responsible for the acceptance of the work carried out and for any complaints regarding it.

#### *Work carried out by the owner*

For minor repairs, in particular:

- DIY repairs,
- cleaning work,
- minor repair or touch-up work,

reasonable compensation for work carried out by the tenant may be granted subject to prior approval by Omocom.

The remuneration amounts to a maximum of EUR 15 per working hour plus documented material costs.

#### *Use of used spare parts*

Omocom is entitled, insofar as technically feasible and economically reasonable, to use used, reconditioned or equivalent spare parts.

#### *Consequences of non-compliance with instructions*

If the above requirements or the insurer's instructions are not complied with, the compensation payment shall be limited to the amount that would have been incurred had the claim settlement been carried out properly.

#### *Total loss and economic total loss*

A total loss occurs if the insured vehicle has been destroyed or if repair is no longer technically possible.

An economic total loss occurs when the estimated repair costs, including any reduction in residual value, equal or exceed the replacement value of the vehicle immediately prior to the occurrence of the loss event.

In the event of a total loss or economic total loss, compensation is based on the replacement value of the vehicle less:

- an agreed excess,
- any residual value,
- and any non-recoverable cost components.

The replacement value corresponds to the amount required to purchase an equivalent vehicle of the same type, quality, specification, mileage and age category on the regional market.

Omocom is entitled to have the residual value of the damaged vehicle determined by suitable experts or residual value exchanges.

Upon payment of the compensation, ownership of the damaged vehicle may pass to the insurer or a third party designated by the insurer.

### 11.1. Valuation of the vehicle and vehicle equipment

The compensation payment is generally based on the replacement value of the vehicle or the insured items immediately prior to the occurrence of the loss event.

The replacement value corresponds to the amount required to purchase an equivalent vehicle or an equivalent item of the same type, quality, equipment, use, mileage and age category on the regional market.

The following factors are taken into account in particular when carrying out the valuation:

- Age,
- condition,
- mileage,
- use,
- maintenance history,
- and the general market situation at the time of the incident.

If a damaged vehicle part can no longer be procured, the valuation is based on the cost of a comparable replacement part of comparable quality and function.

For the items listed in the table below, compensation is based on the respective replacement value, taking into account age-related depreciation in accordance with the specified percentages.

Vehicle equipment and items not listed separately are replaced at their current market value.

Compensation is paid taking into account age-related depreciation and the respective condition of the insured items at the time of the loss event.

Items including accessories	Compensation based on age and current market value								
	<1 year	1 year	2 years	3 years	4 years	5 years	6 years	7 years	> 8 years
Audio, multimedia and communication devices	100	90	80	70	60	50	40	30	30
Starter battery	90	80	60	40	30	20	20	20	20
High-voltage battery for electric and hybrid vehicles	100	100	100	75	75	50	25	25	25
Awnings and awnings	100	85	70	60	50	40	30	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 rack systems and auxiliary headlights	100	70	60	50	20	20	20	20	20
Child car seat	100	80	70	60	50	40	20	20	20

Items including accessories	Compensation based on age and current market value								
	<1 year	1 year	2 years	3 years	4 years	5 years	6 years	7 years	> 8 years
Household appliances and built-in technical equipment	100	90	80	70	60	50	40	30	20
Other permanently fitted vehicle components	100	95	90	85	80	75	70	60	50

\* This is subject to the tyres being in working order at the time of the damage and having the legally required tread depth.

## GENERAL INSURANCE TERMS AND CONDITIONS

### 12. Limitation period for claims

Claims arising from the insurance contract are subject to the statutory limitation periods.

Claims for insurance benefits must be made against Omocom within the statutory limitation periods.

If a claim for insurance benefits is submitted to Omocom, the limitation period is suspended until receipt of the insurer's written decision.

Upon receipt of the insurer's final decision, the claimant retains a period of at least six (6) months to pursue their claims in court.

### 13. Intentional Causation of the Insured Event and Gross Negligence

No insurance cover exists if the policyholder, the hirer, an authorised driver or any other person acting with the policyholder's consent has intentionally caused the insured event.

In the event of gross negligence in causing the insured event, the insurer is entitled to reduce its benefit in proportion to the severity of the fault.

This also applies if the insured event was caused by a significant risk being deliberately created, increased or not avoided.

### 14. General exclusions

#### 14.1. Warranty and guarantee claims

No cover is provided for damage or defects for which a manufacturer, supplier, seller, contractor or other third party is liable under statutory or contractual guarantee, warranty or liability provisions.

However, cover is provided to the extent that it is proven that the obligation in question has not in fact been fulfilled.

#### 14.2. Fraud, embezzlement and other financial offences

No cover is provided for damage caused by fraud, embezzlement, breach of trust or other intentional financial offences, provided these were committed by the policyholder, the tenant or by persons acting with their knowledge or consent.

#### 14.3. War, terrorism, civil unrest and acts of state

No insurance cover is provided for damage, loss or costs caused directly or indirectly by, or arising in connection with:

- War,
- war-like events,
- civil war,
- revolution,
- uprising,
- civil unrest,
- terrorism,
- sabotage,
- governmental measures,
- or unlawful seizure of power.

#### **14.4. Nuclear energy and nuclear damage**

No cover is provided for damage, loss or costs caused directly or indirectly by nuclear energy, nuclear reactions, radioactive radiation or radioactive substances.

#### **14.5. Force majeure**

The insurer shall not be liable for any loss or delay in:

- the handling of claims,
- the settlement of claims,
- the payment of insurance benefits,
- or the restoration of damaged items.

insofar as these are caused by:

- war, war-like events, civil war, revolution, insurrection or civil unrest,
- strikes, industrial action or other labour disputes,
- official measures,
- confiscation or nationalisation,
- requisition,
- or orders issued by government authorities.

### **15. Right of cancellation and termination of insurance cover**

#### **15.1. Right of withdrawal**

If the insurance is taken out via distance selling, the policyholder has the right to withdraw from the contract in writing within 14 days without giving any reason.

The withdrawal period begins upon conclusion of the insurance contract, but not before the policyholder has received all legally required consumer information as well as these insurance terms and conditions.

The timely dispatch of the notice of withdrawal is sufficient to meet the withdrawal period.

In the event of a valid withdrawal, the insurance premium already paid will be refunded, provided that no insured event has occurred and no insurance benefits have been claimed prior to the withdrawal.

#### **15.2. Termination of insurance cover**

The policyholder may terminate the insurance cover at any time by notifying Omocom or MyCamper.

As a general rule, no refund of the insurance premium will be made after the start of the insurance cover, unless otherwise required by law.

### **16. Insurer**

The insurer for this insurance is Omocom Försäkring AB, registration number 559097-2377, with its registered office in Stockholm, Sweden. Omocom Försäkring AB is supervised by the Swedish Financial Supervisory Authority (Finansinspektionen).

Operations in Germany are conducted within the framework of the European freedom to provide services.

*Omocom Försäkring AB*

Address: Birkagatan 1, 113 36 Stockholm, Sweden

Website: [omocom.insurance](https://omocom.insurance)

Email: [hello@omocom.insurance](mailto:hello@omocom.insurance)

Telephone: +46 10 332 02 00

## **17. Governing law**

This insurance contract is governed by German law, provided that this does not conflict with any mandatory statutory provisions.

In addition, the relevant provisions of the German Insurance Contract Act (VVG) and other applicable statutory provisions of the Federal Republic of Germany shall apply.

## **18. Data protection**

Omocom Försäkring AB is the data controller for the processing of personal data.

The processing of personal data is carried out in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the applicable data protection regulations.

Further information on how Omocom processes personal data, including information on the rights of data subjects, can be found at [omocom.insurance](https://omocom.insurance) or on request directly from Omocom.

Omocom is entitled to engage external service providers and data processors to provide services, in particular in connection with:

- claims handling,
- claims settlement,
- assistance services,
- customer service,
- or technical services.

Such service providers may process personal data exclusively on behalf of and in accordance with the instructions of Omocom and are obliged to comply with the applicable data protection regulations.

The current privacy policy is available at any time on the Omocom website.

## **19. Complaints and dispute resolution**

### **Contacting Omocom**

If you are not satisfied with a decision or the handling of a claim, please contact Omocom in the first instance.

You have the right at any time to request a review of your case. To do so, you may contact your designated contact person or write to Omocom's complaints management team.

*Omocom Försäkring AB*

Postal address: Birkagatan 1, 113 36 Stockholm

Website: [omocom.insurance](https://omocom.insurance)

Email: [complaints@omocom.insurance](mailto:complaints@omocom.insurance)

Telephone: +46 10 332 02 00

### **Out-of-court dispute resolution**

Consumers have the option of contacting a recognised consumer arbitration body or the Insurance Ombudsman, provided that the legal requirements for this are met.

In addition, the European Online Dispute Resolution (ODR) platform can be used:

<https://ec.europa.eu/consumers/odr>

### **Competent supervisory authority**

Omocom Försäkring AB is subject to supervision by the Swedish Financial Supervisory Authority (Finansinspektionen).

Consumers in Germany may also contact the Federal Financial Supervisory Authority (BaFin).

**Legal action**

Notwithstanding any out-of-court complaint or arbitration proceedings, the right to bring claims before the competent courts remains unaffected.

**DEFINITIONS***Booking*

The binding reservation or rental agreement for an insured vehicle concluded via the MyCamper platform.

*Vehicle*

The vehicle specified in the rental agreement and covered by insurance, including permanently fitted vehicle parts, standard equipment and permanently integrated fittings.

*Insured person*

The vehicle owner, the hirer and authorised drivers, insofar as they are covered by insurance in accordance with these insurance terms and conditions.

*Insurance contract*

The contract between the policyholder and the insurer, including these insurance terms and conditions, the booking documents and other components of the contract.

*Sum insured*

The maximum amount that the insurer will pay per claim under the agreed insurance cover.

*Insured event*

The loss event or other event which may give rise to an obligation on the part of the insurer to pay benefits.

*Period of cover*

The period for which insurance cover is in force.

*Group policy*

The framework agreement between Omocom and MyCamper regarding the insurance cover provided.

*Group representative*

MyCamper as the contracting party to the group contract.

*Group member*

A person who can apply for insurance cover via MyCamper.

*Renter*

The person who rents a vehicle via the MyCamper platform in accordance with the rental agreement.

*Rental period*

The period during which the vehicle is rented in accordance with the rental agreement.

*Height-related damage*

Damage caused by the vehicle colliding with or becoming stuck on bridges, underpasses, roofs, branches, driveways, gates or other obstacles.

*Vehicle interior*

The interior of the vehicle, including seats, upholstery, trim, floor surfaces, headlining, and permanently fitted fixtures and fittings in the living or lounge area.

*Authorised driver*

A person named in the rental agreement or otherwise authorised who is permitted to drive the insured vehicle during the rental period.

#### *Sudden and unforeseen*

A loss event is considered sudden and unforeseen if it occurs unexpectedly and was not foreseeable from the insured person's perspective.

#### *Replacement value*

The amount required to purchase, immediately prior to the occurrence of the loss event, an equivalent vehicle or an equivalent item of the same type, quality, specification and age category on the regional market.

#### *Current market value*

The value of an item immediately prior to the occurrence of the loss event, taking into account age, use, condition and depreciation.

#### *Total loss*

A total loss occurs when the vehicle can no longer be repaired.

#### *Economic total loss*

An economic total loss occurs when the estimated repair costs equal or exceed the replacement value of the vehicle.

#### *Obligations*

Duties of conduct and other requirements that insured persons must comply with in order to maintain insurance cover and to prevent or limit damage.

#### *Insured event*

The specific event that directly leads to an insured loss.

#### *Signs of wear and tear*

Normal signs of wear and tear resulting from the ordinary use of the vehicle and which do not impair the vehicle's function.

#### *Valuables*

Items of particular value, in particular jewellery, watches, electronic devices, cash, means of payment, securities or comparable assets.

#### *Assistance services*

Services and support measures relating to breakdowns, towing, recovery, onward travel or other mobility assistance.

#### *Excess*

The amount that the hirer must bear themselves in the event of a claim, in accordance with the hire agreement and insurance terms and conditions.

#### *Mitigation of loss*

All reasonable measures taken to limit or reduce damage that has occurred.

#### *Claims settlement*

The examination, processing and settlement of an insurance claim by the insurer or an appointed service provider.