

# Omocom & Indie Campers

Insurance terms and conditions

Valid from 2023-01-01

## Indie Campers – Rental of motorhomes and caravans

This insurance is a true group insurance that is covered by the insurance terms below. As a group representative, Indie Campers has entered into a group agreement with the insurer Dina Försäkring AB (no. 516401-8029), registered office at Skeppsbron 2, 103 18 Stockholm, Sweden. Through the group agreement, all of Indie Campers's customers who rent and rent out vehicles are group members.

The representative of the insurer and the 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.

Both Dina Försäkring AB and Omocom AB have permission to write business in Germany 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 renter would be obliged to reimburse the vehicle owner according to the rental agreement between the vehicle owner and the renter.

### 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 country of rental
- be a motorhome, caravan, tent trailer or a light truck converted into a motorhome
- have a traffic liability insurance

The total weight must not exceed 7 500 kilograms for motorhomes.

The vehicle must not:

- be subject to an off-road notification
- have driven more than 400 000 kilometers
- be registered for professional use
- be company owned
- 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 renter 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, Switzerland, Australia, New Zealand, Canada or the USA
- be registered in EEA, the UK, Switzerland, and for Australia, New Zealand, Canada or the USA be able to present a passport or a national identity document
- if registered in Australia, New Zealand, Canada or the USA also be a holder of an International Driver's license and be able to present that at any time.

If the vehicle is to be driven outside of country of rental:

- it must be stated at the time of booking
- the renter 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 renter and any co-driver in the rental agreement

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

### 3. When the insurance applies

The insurance is in force during the period the vehicle is rented according to the rental agreement, 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 renter or another approved driver under the rental agreement drives the vehicle.

The insurance expires or are suspended:

If the vehicle:

- is handed over to another party, such as a repair garage, for repair or servicing
- 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 Germany. If the vehicle is used outside Germany, permission to drive abroad must have been added when booking the vehicle. The insurance is then valid 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. The insurance does not cover theft-prone property, cash, or valuables.

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 section 5.3–5.8, is covered by other insurance (for example by the vehicle's regular insurance), the excess deducted from the regular insurance is reimbursed up to a maximum of EUR 1 000.

##### 5.2.1. Traffic insurance deductible

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

If the vehicle's regular insurance does not cover the damage, theft, or loss this insurance may cover it according to sections 5.3–5.9 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
- attempted theft, assault, 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 renter 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.
- Caravans must be locked with an approved lock.
- The vehicle must be equipped with an approved anti-theft device, if the market value exceeds 100 000 EUR
- Equipment for the vehicle must be locked in the vehicle. Equipment on the vehicle must be permanently mounted.

If the requirements are not met, the compensation may be reduced, or the deductible increased. See section 9. *Safety regulations*.

#### **5.3.2. Theft by renter**

If the renter has not returned the vehicle to the owner within 30 days of the agreed return date and the whereabouts of the vehicle are unknown, it will be replaced 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 another person. Another person means someone other than yourself who has acted without your consent.

The insurance does not apply to damage:

- by explosion in the engine, exhaust system, tires, 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.

If the requirements are not met, the compensation may be reduced, or the deductible increased. See section 9. *Safety regulations*.

#### **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 renter
- damage in connection with a traffic accident.

The insurance does not apply to:

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

*Special requirements*

- Personal movables must be kept locked in the vehicle.

If the requirements are not met, the compensation may be reduced, or the deductible increased. See section 9. *Safety regulations*.

### **5.4. Road assistance**

If the vehicle cannot be driven, please call a preferred roadside assistance provider for assistance or transport. If the vehicle cannot be repaired on site, it will always be transported to the nearest workshop that can repair it.

#### **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 could be jump start (recharging the 12V battery), changing a tire or unlocking a car door.

Reasonable travel costs (incl necessary accommodation) are reimbursed for the collection of the vehicle. A maximum compensation for accommodation of EUR 100/night for a maximum of two nights.

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 Germany.

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.

If needed, accommodation during travels accord to 5.4.2, A maximum compensation for accommodation is reimbursed of EUR 75/night for a maximum of two nights.

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 repair garage due to reimbursable damage, the renter will be compensated with EUR 75 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 expenses for lawyers, courts, experts, and witnesses when the owner, user or driver is a party to a dispute concerning the driving of the vehicle covered by this insurance. Such coverage only applies to disputes that arise during the insurance period. Legal aid coverage is a reimbursement scheme, which gives the right to compensation for reasonable and necessary documented expenses in such disputes that are covered by the insurance.

The coverage applies to disputes that can be brought before the ordinary courts. The insurance company or Omocom will not in any way participate in or be a party to the dispute. The insured can choose a lawyer or registered legal assistant to assist in the dispute. If there are several parties on the same side in the same dispute, the insurance company or Omocom may demand that they use the same legal assistance.

Always contact Omocom before making any commitments relating to a dispute. The insurance company or Omocom must be informed in writing as soon as possible and no later than one year after a dispute has arisen and a lawyer/registered legal assistant has been engaged.

#### *Special limitation of compensation for legal aid*

The insurance covers a maximum of 20 000 EUR. For disputes against the insurer, legal aid is covered by a maximum of 2 500 EUR. The insurance does not apply for disputes between the owner and the renter.

### **5.7. Bonus loss**

The insurance pays out a lump sum for bonus loss in the event of activation of the regular motor insurance during the rental through Indie Campers. The insurance provides compensation for a bonus loss, which have increased the premium for the following insurance year. It is only covered when renewing with the same insurance company. The compensation will be calculated from following formula: Increased Motor insurance premium x 5 = but not more than 300 EUR.

Ex: during 2023 vehicle A has a claim that triggers a bonus loss on its regular motor insurance. That leads to that next year's motor insurance premium is increased by 50 EUR. As it takes numerous years to get back to the right bonus class, the anticipated total increased cost will be higher. Therefore, the one-year increase will be multiplied by 5 (years), but never more than 300 EUR.

### **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 Indie Campers
- 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 EUR 75 per day for a maximum of two weeks. The daily compensation cannot exceed the actual loss of rent per day.

### **5.9. Car liability**

Applies to third party which is either persons and/or property, and other than the insured vehicle. Compensates for personal injury and property damage caused by the insured vehicle in accordance with "the Road Traffic Damage Act" or equivalent.

The insurance does not cover:

Property transported with the car.

Anyone who has a claim for compensation for the car liability due to an injury caused by driving the car is not entitled to turn to Dina nor Omocom on account of this insurance. The injured party should contact the primary insurer of the car or the Traffic Insurance Association (or the country's equivalent authority), if applicable, who may in turn make a claim against this insurance.

*Special limitation of compensation for car liability*

The insurance covers a maximum of EUR 1 000 000 EUR.

## **6. What the insurance does not apply to**

The insurance does not cover:

- motor vehicle liability towards third parties which is statutory by law. Motor vehicle liability towards third parties, which is statutory by law, 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 marks from door leaves 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 100 000 EUR or the maximum set for each market value class, which is chosen by the owner when registering the vehicle on Indie Campers platform. For audio, video and communication equipment, the insurance provides compensation for a maximum of 3 000 EUR.

## **8. Deductible**

The deductible amount is stated in the rental agreement, that also is the trigger to activate this insurance. The deductible is currently 2 000 EUR per claim and must be paid by the renter, either through reducing the return of the deposited amount or a regular payment.

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 tire depth thread
- The provisions of Indie Campers terms of use and 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 renter.

## 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 Indie Campers website.

In the event of damage, you must submit:

- a completed claim report
- a copy of the rental agreement
- a copy of the police report in the event of theft or other crime
- 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.
- a copy of the regular motor insurance renewed insurance letter, which states the information regarding the new premium

If you have any questions, please contact Omocom by telephone: +46 8 520 278 70 or by e-mail [hello@omocom.se](mailto:hello@omocom.se).

If the vehicle cannot be driven, please call a roadside assistance provider for assistance or transport.

### 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 as a result of your failure to cooperate, your compensation will be reduced in accordance with what can be considered reasonable in 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

If you wish to receive insurance compensation or other insurance cover, you must notify Omocom within three (3) years from the time the damage was discovered. Otherwise, you will lose the right to compensation. A new period of three (3) years starts either when Omocom recognizes the claim or has made its final decision on the claim.



## 11. How the damage is regulated

Once you have reported the damage, we (Omocom) 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, we have the right to decide where the purchase or repair should be made. We also have 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 15 EUR 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								
	Less than 1 yr	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr or more
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	100	90	80	70	60	50	40	30	20
Alloy wheels	100	100	90	80	70	60	40	30	20
Tires*	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 tires 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

Once the insurer has paid compensation for the damage, the insurer takes over your right to claim compensation from the person who is liable to you for 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, registered office at Skeppsbron 2, 103 18 Stockholm, Sweden.

Omocom is licensed as independent insurance brokers in accordance with the Act (2018: 1219) on insurance distribution. Omocom is under the supervision of Finansinspektionen.

Omocom AB, 559097-2377  
Birkagatan 1, 113 36 Stockholm  
Phone +46 8 - 520 278 7

The renter and the vehicle owner have the right to receive information on request from Finansinspektionen about persons who are directly responsible for the distribution.

Finansinspektionen  
Box 7821  
Visiting address: Brunnsgatan 3, 103 97 Stockholm  
Phone: +46 8-408 980 00  
E-mail: finansinspektionen@fi.se, www.fi.se

### 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. Applicable law

In addition to the insurance terms and conditions, the provisions of the German Insurance Contracts Act (Versicherungsvertragsgesetz "VVG") and other German law also apply.

## 16. If we do not agree

### Contact us at Omocom

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 to present your case and request a review. See Omocom's website for more information.

Omocom  
Birkagatan 1, 113 36 Stockholm  
Phone: +46 8 520 278 70  
E-mail: [hello@omocom.insurance](mailto:hello@omocom.insurance)

The Versicherungsombudsmann e. V. (Insurance Ombudsman)

If you have had your case reconsidered and are still not satisfied, you can turn to the Versicherungsombudsmann e. V. (Insurance Ombudsman), which hears complaints from consumer. Complaints should be done through the following link.

Versicherungsombudsmann e. V.  
Postal address: PO Box 080 632, 10006 Berlin, Germany  
Website: [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)  
E-mail: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)  
Telephone: 0800 3696000 Du

Bundesanstalt für Finanzdienstleistungsaufsicht BaFin (Federal Financial Supervisory Authority)  
In addition, you may refer your complaint to Bundesanstalt für Finanzdienstleistungsaufsicht BaFin (Federal Financial Supervisory Authority).

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
Postal address: Graurheindorfer Strasse 108, 53117 Bonn, Germany  
Website: [www.bafin.de](http://www.bafin.de)  
E-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de)  
Telephone: 0800 2 100 500

State Courts

An insurance dispute can in most cases also be tried by the State Courts.

## 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](http://imy.se), [omocom.insurance](http://omocom.insurance), and [dina.se](http://dina.se)). Contact us if you would like to receive the information from each company.

### Definitions

*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., Indie Campers.

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

*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 and conditions in force at any given time, the latest insurance certificate, the Insurance Contracts Act in the applicable country and country specific legislation.

*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 that is specified in the insurance policy.

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

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

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