



## Terms and Conditions

### Camper Travel Protection Program

In order to offer the Camper Travel Protection Program, Indie Campers enters into a group contract for travel insurance with NN on behalf of the Host, Booker and Travellers ('Group Insurance'). The conditions under which cover is provided under this Group Insurance are described in these insurance terms and conditions ('Insurance Terms and Conditions'). All participants who are admitted to the Group Insurance, in accordance with the Insurance Terms and Conditions, will be able to benefit as Insured Persons of the cover described here.

The Cooperation Agreement and the Insurance Terms and Conditions form an integral part of the agreement between the Insurer and Indie Campers.

The Check-in/out Rental Form, the Insurance Terms and Conditions and the Stipulation form an integral part of the agreement between Insurer and the Insured Persons.

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## **Terms and Conditions**

### **Camper Travel Protection Insurance Group Policy**

#### **1 Definitions**

##### **Certificate**

The insurance certificate evidencing that the Insured Persons are covered under the Group Insurance Policy.

##### **Check-in/out Rental Form**

The Check-in/out rental form concluded between the Host and the Booker of the campervan trip via the Indie Campers platform.

##### **Cooperation Agreement**

The Cooperation Agreement, as concluded between Insurer and Indie Campers, containing the commercial agreements regarding the cooperation for the Camper Travel Protection Program.

##### **Group Insurance**

The insurance taken out by Indie Campers with the Insurer for the benefit of the Insured Persons that can benefit under the Camper Travel Protection Program.

##### **Policy**

The Policy is composed of the Insurance Terms and Conditions, the Check-in/out Rental Form, the Certificate and the Stipulation.

##### **Policyholder**

Indie Campers is the policyholder of this Group Insurance policy.

##### **Indie Campers**

Indie Campers Central Services, with its registered office at Unipessoal Lda., Zona Industrial da Várzea - Pavilhão nº 21, 4780 - 584 Santo Tirso, Portugal

##### **Insured Persons**

The party, that is the Host, the Booker or one of the Travellers, that can claim compensation under the Group Insurance policy as concluded by Indie Campers for the benefit of the Host, Booker and Travellers.

##### **Insurer**

Nationale-Nederlanden Schadeverzekering Maatschappij N.V., which has been licensed and is supervised by the De Nederlandsche Bank (DNB) under number W0123 and the Dutch Authority for the Financial Markets under number 12000475. Nationale-Nederlanden Schadeverzekering Maatschappij N.V. has its registered office at Prinses Beatrixlaan 35, the Hague, the Netherlands.

##### **Sanctions Legislation**

In respect of sanctions, the mandatory legislation in force at each moment shall be applicable.

##### **Sum insured**

The amount specified in the summary of cover.

**Host**

The legal and registered owner of the campervan and the Host of the travel booked through the Indie Campers platform.

**Booker**

The person who booked the trip and who is responsible for the conduct of the group of Travellers in line with this Group Insurance.

**Travellers**

The persons who participate in a campervan trip, booked on the Indie Campers platform.

**Contents and Accessories**

All items not attached to the campervan and/or items not originally fitted to the campervan when sold by the manufacturer.

**Fraud**

Intent to mislead Indie Campers or the Insurer.

**Immobilised**

The insured vehicle is considered immobilised when the incident directly results in the vehicle becoming unusable or unsafe to drive with.

**Inexperienced drivers**

A driver is inexperienced if he has a permanent and valid driver license but for less than 3 years and/or is under the age of 23.

**Insurance Terms and Conditions**

The insurance terms and conditions applicable to the Group Insurance, as set out in this document.

**Parties**

The Insurer, Policyholder, Insured Persons.

## 2 Admission and eligibility conditions to the Group Insurance Policy

The Group Insurance Policy will only be available if (i) Host and Booker have an active account on the Indie Campers platform and (ii) there is an accepted booking through this platform.

The conclusion of the Check-in/out Rental Form will also result in coverage adhesion under the Group Insurance Policy, unless the Host opts-out of the Camper Travel Protection Program. In this case it is the responsibility of the Host to provide the Booker and Travellers with sufficient protection.

Host and the Booker and Travellers are only covered during a trip under the Group Insurance if the following criteria are cumulatively met:

Trips from Hosts that:

- a. have a permanent address and reside in the participating countries as listed in the Stipulation;
- b. are the legal and registered owner of the campervan;
- c. have not opted-out from this Group Insurance policy;
- d. do not act in a professional capacity with regard to the rental of the campervan. This means that:
  - the Host acts in the capacity of a natural person, thus not acting in the conduct of a profession or business with regard to the campervan rental;
  - the campervan is occasionally rented out to natural persons (inter-sharing) via the Indie Campers platform, or any other platform or service (no more than 120 days per year);
  - the Host has not listed more than 2 campervans at the same time on the platform of Indie Campers (in whatever capacity);
  - the principal use of the campervan is its private use by the Host, and the campervan may therefore not be rented out permanently for profit as a business model (commercial status);
  - or
  - the campervan is not rented out to or rented from a rental company and is not used for commercial passenger or goods transport.

Trips with campervans that:

- e. are officially registered and are insured by the Host under an official general motor liability insurance policy (active policy) that at least covers third party liability damage (the 'primary insurance') for the whole duration that the Campervan is listed on the Indie Campers platform and/or during any booked trips. The Host has to provide the contract of the primary insurance to the Insurer on first request;
- f. don't have a market value above €100,000 at the moment of listing;
- g. don't have a mileage above 400.000km or its equivalent in miles;
- h. have been qualified as legally roadworthy (by the national authority) in accordance with the local statutory norms in the country of registration;
- i. have a maximum weight of 3.5 tonnes, a maximum of eight seats and which are clearly used and equipped for recreational purposes. A recreational purpose is presumed if the campervan has one or several sleeping berths and/or permanent installed facilities for preparing meals;
- j. have not been confiscated by the police or another authority at the time of the listing or the time of the booking.

## 3 What is covered

### 3.1 General coverage

#### 3.1.1 What is insured?

**This is a travel damages insurance group policy. In particular, this insurance covers damages suffered by Travellers in relation to their liability towards the Host or a third party for damages caused with or to the campervan that occurred during a trip, because these damages are not covered under the primary insurance of the Host. This insurance does not cover damages to the campervan, but only the financial liability of the Traveller for damages caused during a trip. Liability for the following damages is insured:**

- a. Liability of the Travellers for damage caused to the Host during the rental of the campervan, which the Host can validly claim from the Travellers. This insurance covers damages caused due to an accident, theft or other damages caused with or to the campervan during a booked trip, because these damages are not (fully) covered under the primary insurance of the Host. Also covered are damages in relation to the primary insurer recovering all or part of the amount paid out under the primary insurance for an insured event which is not covered under the primary insurance;**
- b. A third-party claim caused by the Travellers which are not (fully) covered under the primary insurance of the Host as a result of agreed exclusions on the rental or the use of the campervan by another party than the Host. Also covered are damages in relation to the primary insurer recovering all or part of the amount paid out under the primary insurance for an insured event which is not covered under the primary insurance.**

This insurance is not a general motor liability insurance, which covers claims for third party liability. The Host is obligated to take out a general motor liability insurance covering (at least) third party liability. Any insured event relating to the third-party liability must be included in the primary insurance policy of the Host and the claim must have arisen solely as a result of agreed exclusions on the rental or use by another party than the Host of the vehicle.

#### 3.1.2 What is not insured?

**The following is not insured:**

- a. All damages caused by Inexperienced drivers are excluded of this coverage. A driver is Inexperienced if he has a permanent and valid driver license but for less than 3 years and/or is under the age of 23.**
- b. All damages:**
  - to the Contents and Accessories of the campervan.**
  - below the side door lines or above the windscreen, if there was no collision with a third party.**

#### 3.1.3 What costs are covered and what services will the Insurer provide?

This insurance covers the remainder of the direct and indirect costs for insured event, as set out in Section 3.1.1, which are not or not fully paid out or covered by the primary insurer or which are

recovered from the Host or Travellers for any amounts paid under the primary insurance of the Host for an insured event that is not covered under the policy with the primary insurer.

***There is a deductible of €1,250 per claim, with an exception for damage in relation to third party liability or roadside assistance coverage.***

In the event of a recovery by the primary insurer, the amount which the primary insurer is recovering will be paid on the basis of the primary insurer's invoice.

This insurance also covers the following costs:

Any liability of the Travellers for adverse effects incurred by the Host with regard to the Host's primary insurance policy, which is caused by an insured risk under the primary policy and that the Host can validly claim from the Travellers. In particular, the reduction of the no-claim bonus or a higher premium on a new insurance policy because the insurance contract with the primary insurer was cancelled due to a claim which is covered under this Group Insurance Policy.

Provided that the Host can demonstrate that it has incurred an adverse effect, as described in this section, the compensation relating to the adverse effects has been set at a flat rate of 10% of the claim paid out under this Group Insurance Policy, with a maximum of € 1,000.

The compensation for the adverse effect will be paid as a lump sum amount on a one-off basis.

## 3.2 Roadside assistance

### 3.2.1 What is insured?

- a. **The Host and the Travellers will be insured in case of sudden and unforeseen breakdowns of the campervan due to:**
  - **technical (mechanical or electronic) defect which makes it impossible or illegal to drive the vehicle;**
  - **direct and consequential damage because of gnawing by martens or rodents.**
- b. **In case of sudden and unforeseen inability of the main driver to drive the campervan due to an accident, death, sickness or any other reason, and none of the Travellers are able or permitted to drive the campervan;**
- c. **In case of sudden and unforeseen damage to the campervan which makes it impossible or illegal to drive the vehicle. This comprises the following:**
  1. **damage caused by unintentional, sudden and violent external incidents (specifically in the event that the vehicle crashes, collides, rolls over, leaves the road or ends up in the water);**
  2. **damage and/or loss due to theft or attempted theft, unauthorized use, a hold-up, burglary or joyriding;**
  3. **direct and consequential damage due to natural disasters, such as rock falls, landslides, storm (gale force 7 or above or wind speeds above 14 meters per second), hail, floods, high tide, snow pressure, avalanches, shifting snow, falling ice, volcanic eruptions, geysers and earthquakes;**
  4. **direct and consequential damage due to fire, explosions, lightning, a short circuit and fire-extinguishing activities;**



5. damage caused by direct impact or a collision with animals when the vehicle is in motion;
6. vandalism: deliberate and willful damage caused by a third party;
7. glass breakage, chips or cracks in the windscreen, side windows and panorama roof made of glass or a glass substitute.
8. the costs of replacing keys that are damaged, lost or stolen or locked into the vehicle (including costs of getting the vehicle open to retrieve the keys), but limited to 1 incident per trip;
9. the costs associated with incorrect fuel use but limited to 1 incident per trip.

### 3.2.2 What is not insured?

The following situations are not insured:

- a. foreseeable events for the Travellers or an event of the main driver's own making which results in the main driver's driving license being suspended (such as speeding or reckless driving);
- b. if loss or theft as described in section 3.2.1.c.2 is the result of gross negligence (certainly where the keys were accessible to a third party, the alarm system was not activated or the campervan was left unattended without being locked);
- c. events caused by overdue maintenance
- d. immobilization of the campervan for maintenance work;
- e. repeated defects resulting from the failure to repair the campervan (for example, defective battery) after an initial intervention by us;
- f. customs duties;
- g. the price of replacement parts, vehicle maintenance costs, repair costs of any kind;
- h. fuel, lubrication and toll costs;
- i. diagnosis costs not requested by Insurer;
- j. costs for meals and drinks;
- k. costs or damage related to a theft other than those mentioned in this insurance terms and conditions;
- l. in general, all costs not expressly mentioned in this insurance terms and conditions.

### 3.2.3 What costs are covered and what services will the insurer provide?

If an insured event occurs as set out in section 3.2.1, the following services will apply, and the following costs will be paid.

***The Travellers or Host must contact the insurer's assistance for further guidance, if not the insurer will only reimburse to a maximum of € 250,-.***

*The campervan can be repaired within 2 working days*

The following is covered:

- Repair of the vehicle on site;
- If repair on site is not possible, the towing of the vehicle to the nearest garage (the price of the parts and the repair costs remain at the expense of the Host or Travellers);

- Transport of the Travellers and luggage to the nearest garage;
- Parking and guarding of the vehicle;
- Hotel costs of maximum € 75, per person per night during the repair period of the vehicle;
- Replacement vehicle for max. € 100, excluding additional rental fees during the repair period of the vehicle.

*The campervan cannot be repaired within 2 working days*

The following is covered:

- Transport of the vehicle to the departure country of the Host;
- Transport of the Travellers and luggage to an address in the departure country of the Host:
  - o taxi to the nearest station;
  - o economy ticket from the station to the nearest station of an address of the departure country of the Host;
  - o taxi from the station to the address of an address of the departure country of the Host.
- Hotel costs of maximum € 75,- per person per night, for max. 2 days;
- Replacement vehicle for max € 100,- excluding additional rental fees, for max. 2 days;
- Towing of the vehicle to the nearest garage;
- Parking and guarding of the vehicle, for maximum 30 days.

*The campervan is damaged so badly that the transport costs to the Host are higher than the value it still has*

- Towing of the vehicle to the nearest garage;
- Demolition of the vehicle;
- Parking and guarding of the vehicle, for maximum 30 days;
- Transport of the Content and Accessories to the Host.

**Transport of the vehicle to the departure country of the Host is possible at request, but the Insurer will not cover the costs.**

### 3.3 Decreasing deductible and expanding coverage

The Booker can opt-in to expand the coverage in section 3.1 to further limit unforeseen costs by reducing the deductible and include certain items, which are normally excluded from coverage in section 3.1.

#### 3.3.1 What is insured?

**This coverage covers damages suffered by Travellers in relation to their liability towards the Host for material damages that occurred during a trip, because these damages are not covered under the primary insurance of the Host. This includes damage:**

- **to the Contents and Accessories of the campervan;**
- **below the side door lines or above the windscreen, even if there was no collision with third parties – limited to 1 incident per trip;**
- **The costs of the deductible, as set out in section 3.1.3 under the General coverage.**

**The maximum amount paid out is EUR 1,250 per event or the amount referred to in the Check-in/out Rental Form.**

### 3.3.2 What is not insured?

**The following is not insured:**

- **All damages caused by Inexperienced drivers are excluded of this coverage**
- **The cover is limited to a maximum of two events per 14 days**

### 3.3.3 What costs are covered and what services will the insurer provide?

The Insurer will assess the loss on the basis of the information provided by the Travellers, unless the Insurer decides that an independent loss adjuster must assess the loss.

In assessing the loss, the 'new for old' deduction will be taken into account. There will be no reduction in value for Contents and Accessories up to 12 months old. After that the current market value will be applied. In all cases this concerns material costs only, never labour costs.

***A deductible of € 250 applies per event.***

## 3.4 When does the cover start and when will it end?

The cover starts at the beginning of the trip when the campervan is being handed over by the Host to the Booker and ends at the end of the trip when the Travellers have returned the campervan to the Host. The insurance only covers liability for incidents which occurred during the trip and within the coverage defined in 3.1 to 3.3.

**The Insurer may exclude Host and/or Travellers from cover or stop cover immediately, and the Policyholder can request the Insurer to do so, in the following situations:**

- a. **if Host and/or Travellers provide incorrect information upon the conclusion or amendment of the Check-in/out Rental Form, provided that no cover would have been provided or a higher premium would have been calculated had the actual situation been known;**
- b. **in the event of (attempted) Fraud upon the conclusion of the Check-in Rental Form, or in case the obligation mentioned in 5.2 are not complied with.**

## 3.5 Where does the insurance cover apply?

**Unless stated otherwise, the insurance cover applies to liability for damages occurred in the countries of the European Union and of the European Free Trade Association, as well as in the United Kingdom, but with exclusion of the French overseas territories, the Azores and Madeira and Ceuta (Spain).**

**If the campervan is transported by sea (i.e., ferry), the cover will remain valid if the points of departure and destination are both situated in the countries listed above.**

## 4 What is not covered

**Damage incurred as a consequence of the following events are excluded from all covers:**

- a. **if the campervan was driven by a person not holding an official or valid driving license recognized by law in the countries where they drive during the trip, or by a person disqualified from driving;**

- b. during the willful commission of an offence, or attempts to commit an offence;
- c. if the campervan does not have valid general motor insurance, covering at least third- party liability damage, at the moment of the accident or incident;
- d. all damage caused to the campervan while the Travellers act in contravention of the Check-in/out Rental Form;
- e. all damage caused by careless or negligent behaviour of any kind, or by failure to comply with local traffic regulations or instructions in the Check-in/out Rental Form;
- f. engine damage, except for engine damage caused by a collision or by a manifestly demonstrable error on the Traveller's part;
- g. any loss, damage or theft of personal possessions of the Travellers;
- h. all Contents and Accessories of the campervan, except for the event that the Booker has opted for the expanded coverage in Section 3.3;
- i. as a result of war and acts of war, civil war, revolution, insurrection or uprising and countermeasures taken;
- j. as a result of domestic riots, that is, violence against persons or property during riots, civil unrest or uprising and countermeasures taken;
- k. are the result of terrorism. Terrorism includes all acts committed by persons or groups of persons for political, religious, ethnic or ideological purposes with the aim to sow fear or terror among the population or parts of the population and may therefore have an impact on a government or a public body;
- l. as a result of nuclear accidents:
- m. as a result of claims from authorities and countermeasures taken;
- n. as the result of driving while under the influence of alcohol, provided that the alcohol level in the blood of the person concerned exceeds the local legal limits. Or the acute or chronic use of drugs or any other substance not prescribed by a doctor which affect the ability to drive;
- o. damage deliberately caused or made possible by the Policyholder, Host and Travellers;
- p. as a result of recklessness;
- q. caused by incidents or accidents during competitions for motor vehicles (races, competitions, rallies, raids) in which the Host or Travellers take part as a competitor or his/her assistant.

## 5 Claims

### 5.1 Who can submit a claim?

Hosts and/or Travellers covered under the Camper Travel Protection Program have the right to submit claims to the Insurer on their own behalf, subject to the specific conditions relating to the specific loss and pay out concerned as described in sections 3.1 to 3.4.

### 5.2 What to do in case of a claim?

Obligations of the Host in case of a claim:

- In case of damage occurring during a trip, which event is insured under the primary insurance, including all claims from third party liability (directed to the Host or to any of the Travellers) and

any other damages insured under the primary insurance, the Host is obligated to declare such damage under the primary insurance policy before the claim can be submitted with the Insurer.

- The Host will cooperate with the Insurer / Indie Campers and comply with any requests from the Insurer/ Indie Campers in relation to the handling of the claim and provide any useful information, documents (e.g. the primary insurance policy) or written confirmations as well as any other elements that can facilitate or influence the handling of the claim.
- The Host will take all possible measures to limit the extent of the damage.

Obligations of the Travellers in case of a claim:

- **In case of damage occurring during a trip, the Travellers will inform the Insurer or Indie Campers as soon as possible, but in any event within 8 days.**
- The Travellers will cooperate with the Insurer/ Indie Campers and comply with any requests from the Insurer/ Indie Campers in relation to the handling of the claim and provide any useful information, documents (e.g. the primary insurance policy) or written confirmations as well as any other elements that can facilitate or influence the handling of the claim.

Obligations of Host / Travellers in case of theft of the vehicle. The Host and/or Traveller must, on the request of the Insurer:

- act in accordance with the instructions from the Insurer / Indie Campers;
- handover all keys of the vehicle, unless there is a police report stating that a set of keys have also been stolen;
- handover all ownership papers of the vehicle, unless there is a police report stating that the papers have also been stolen;
- handover all other items designed to operate the locks and/or start/block your car.

**If the Host/Traveller fails to comply with these obligations the Insurer can:**

- **refuse the claim or pay out only part of the claim if the Host or Travellers fail to comply with the obligations and the Insurer's interest is negatively impacted by it;**
- **refuse the claim if the Host or Travellers deliberately or tried to misinform the Insurer to benefit from this insurance.**

### 5.3 When will the compensation be payable?

The compensation will be payable one month after the date on which the Policyholder and the Insurer received all the documents required in order to determine the loss amount and the extent of the payment. The payment obligation may be suspended for as long as the compensation cannot be determined or paid due to actions that need to be taken by an Insured Person or that of the person receiving the compensation.

In case of theft of the vehicle there is a minimum waiting period of 30 days before payment after the Insurer received all the documents required in order to determine the loss amount and the extent of the payment.

### 5.4 Subrogation

The Insurer will act within the Policyholder, Travellers and/or Host rights and claims against any liable third parties and will coordinate the response on actions towards claims from the primary insurer.

## 5.5 Non-contribution

**If at the time any claim arises under this policy there is any other existing insurance covering the same loss damage or liability, which would have provided coverage if this policy would not have existed, this policy will only pay or contribute in excess of the coverage provided by the existing insurance covering the same loss or the coverage that would have been provided, if this policy would not have existed.**

## 6 Premium and Conditions

The coverage of risks depends on the prior payment of the premium.

The premium is paid in full at the conclusion of the Check-in/out Rental Form.

The insurer shall give written notice to the Policyholder of the amount payable, as well as of the method and place of payment, at least 30 days before the date on which the premium or fractions thereof are due.

The non-payment of the premium on the due date will determine automatic termination of the contract from the date of its conclusion.

The Insurer is authorized to amend the premium and the Insurance Terms and Conditions of this Group Insurance. If this happens the Insurer or the Policyholder will notify the Insured persons at least one month before the commence date. The Insured persons can cancel the Policy within one month after they have been notified.

The Host will pay any amount due through Indie Campers, under the Indie Campers' terms and condition and the Check-in/out Rental Form.

## 7 Changes in insurance risks

When concluding a Check-in/out Rental Form or listing a campervan on the Indie Campers platform, the Booker/ Host must answer the questions asked truthfully and in full.

**If there is a change in circumstances after the conclusion of the Check-in/out Rental Form the Booker / Host must notify the Policyholder and the Insurer as soon as possible but ultimately within 14 days.**

**If the Booker / Host do not report the changes or do not report it on time? And the Insurer would charge a higher premium if the changes have been reported? Then the additional premium and tax will be charged from the date the change took place.**

**Would the Insurer continue the insurance with other conditions if the changes are reported? Then these conditions apply retroactively from the date on which the changes should have been reported.**

**Would the insurer not continue with the insurance if the changes are reported on time? Then there will be no coverage for damages occurring after the date on which the changes should have been reported.**

## 8 Fraud

Hosts and Bookers should provide information correctly and completely when registering to the Indie Campers platform, making a booking and submitting a claim. If the Host or one of the Bookers willfully and deliberately fails to do so, one is committing fraud. This will be the case, for example, if incorrect details are provided when submitting a claim. The insurer will conduct an investigation if there are indications of fraud. If the Host, the Booker or one of the Travellers has committed fraud, the insurer can take the following measures, to the extent admitted by law or regulations:

- exclude the fraudulent party from cover under the Group Insurance;
- terminate any related insurance policies, loans and accounts;
- not pay compensation or further compensation, or not compensate the loss in full;
- decide that the fraudulent party has to repay compensation received earlier, the associated costs and the investigation costs;
- notify the Police;
- enter the fraudulent party's details on internal and external (alert) systems.

All these measures ensure that any of the Insured Parties are not paying too much because others make incorrect use of their insurance.

## 9 Other agreements

### 9.1 What duty and care and other obligations should the Host and/or Travellers observe?

As described in the Check-in/out Rental Form, the Host and the Booker together complete the handover form upon the handover and return of the campervan. All damage already existing before the rental period and any damage sustained during the trip will be stated in the form. If the Check-in/out Rental Form stipulates that a video and/or photos should be made of the campervan prior to departure, the Host and the Booker will make the video and/ or photos together in conformity with the Policyholder's instructions.

The Host may hand over the campervan only to the Booker specified in the Check-in/out Rental Form or drivers and Travellers registered with Indie Campers during the booking. The Booker is personally responsible for the care and management of the campervan and who is allowed to drive in accordance with this Group Insurance Policy and the Check-in/out Rental Form.

When the Host hands over the campervan to the Booker, the campervan must be roadworthy and functioning well.

At the time of the handover, the Host will clearly inform the Booker of the obligation to retain all documents concerning repairs and the documentation or police report in the event of an accident, and to call (the Insurer's) emergency number in the event of a breakdown.

The Host will comply with any obligations as set out in the Check-in/out Rental Form and provided by these Insurance Terms and Conditions and the Stipulation.

The Booker takes the responsibility of the Campervan during the rental period and undertakes to return it in its initial condition at the time and place agreed in the Check-in/out Rental Form.

### 9.2 What will happen if an Insured Person fails to comply with its obligations?

**If an Insured Person fails to comply with the applicable regulations, its duty of care, or fails to fulfil other obligations under the Check-in/out Rental Form, the terms and condition of the Group Insurance policy, the requirements for admission to the Group Insurance policy or other**

**applicable conditions and thus harming the Insurer's interests, the compensation may be reduced or cancelled in full insofar as this failure affected the occurrence, extent or assessment of the loss.** No reduction will be applied if the Insured Person can prove that its behaviour had no effect on the loss. Alternatively, the Policyholder and the Insurer may cancel the cover.

If an Insured Person fails to comply with the applicable regulations, its duty of care, or fails to fulfil other obligations under the Check-in/out Rental Form, the terms and conditions of the Group Insurance policy, the requirements for admission to the Group Insurance policy or other applicable conditions (the 'defaulting Insured Person'), which failure would give the Insurer / Policyholder the right to deny a claim or cancel the coverage, such default will not impede the right of the other non-defaulting Insured Persons to make a claim under this Group Insurance policy. In such case, the Insurer will compensate the non-defaulting Insured Persons, in accordance with the terms and conditions of this Group Insurance policy.

If the Insurer has awarded any claims to a non-defaulting Insured Person in line with Section 9.2, the Insurer is authorized to recover any payments made from the defaulting Insured Person.

### 9.3 What will happen if the Policyholder fails to comply with its obligations?

**In the event that the Policyholder fails to meet its obligations under this terms and conditions for the Group Insurance policy or the Cooperation Agreement, the Insurer is authorized to suspend or even cancel the coverage under the Group Insurance policy.** A failure of the Policyholder to meet its obligations will not affect any active coverages of Insured Persons (i.e., trips that have already commenced) or coverages that will commence within 10 days of the Insurer's decision to suspend or cancel the coverage. The coverage under the Group Policy will commence again once the Policyholder has fulfilled its obligations towards the Insurer.

In the case that coverage is suspended or cancelled in accordance with this section 9.3, the Policyholder will be liable for the repayment of any insurance premium collected from the Insured Persons for trips that will no longer be covered under the Camper Travel Protection Program.

### 9.4 Personal data

#### Processing personal data upon application/changes

When applying for insurance or cover, the Insurer requests personal data. The Insurer uses this data to enter into and execute agreements, such as for the estimation of risks. In addition, the Insurer uses them for marketing activities, anti-fraud, statistical analysis and legal obligations. In addition to the information the Insurer receives from the Policyholder and Travellers, the Insurer may obtain information for these purposes from other parties that the Insurer considers reliable. The Insurer can also consult or have personal data recorded at the CIS Foundation in The Hague. The privacy regulations of the CIS Foundation ([www.stichtingcis.nl](http://www.stichtingcis.nl)) apply to this. Nationale-Nederlanden Levensverzekering Maatschappij N.V., Nationale-Nederlanden Schadeverzekering Maatschappij N.V. and Nationale-Nederlanden Bank N.V. are part of the same group. Customers can also receive offers for non-life, life insurance or banking products from these companies. For more information, visit [www.nn.nl/privacy](http://www.nn.nl/privacy).

#### Processing personal data in the event of claims



In the event of a claim, the Insurer requests personal data. The Insurer processes this data in order to be able to execute the insurance contract, such as for the estimation of risks. In addition to the information the Insurer receives from the Policyholder and Travellers, the Insurer may obtain information for these purposes from other parties that we consider reliable. The Insurer also consults personal data and records them with the CIS Foundation. The privacy regulations of the CIS Foundation apply to this.

#### Sharing of personal data to third parties

The Insurer may also make personal data that the Policyholder and Travellers have provided to the Insurer available to other parties. For example, to service providers, experts and repair companies.

#### Applicable code of conduct

For processing of this personal data, the Insurer applies the code of conduct "Processing Personal Data Insurers". You can find this at [www.verzekeraars.nl](http://www.verzekeraars.nl).

### 9.5 Which law applies?

The Group Insurance is governed by Portuguese law.

### 9.6 Complaints

The Policyholder and Travellers can submit a complaint about this insurance in writing to Indie Campers or via the Insurer's Complaints Desk or via [www.nn.nl](http://www.nn.nl). If the Policyholder or Travellers are not satisfied with the handling of the complaint, they can submit it to the Stichting Klachteninstituut Financiële Dienstverlening, PO Box 93257, 2509 AG The Hague, by email: [Consumenten@kifid.nl](mailto:Consumenten@kifid.nl) or telephone: +3170 333 89 99 or via [www.kifid.nl](http://www.kifid.nl) or to the Autoridade de Supervisão de Seguros e Fundos de Pensões ([www.asf.com.pt](http://www.asf.com.pt)).

#### Disputes

1. Parties shall attempt to amicably resolve any dispute that may arise between them in connection with this Agreement and negotiate in good faith in order to achieve a result acceptable to both Parties. For this purpose, the parties may resort to alternative dispute resolution entities, namely the Centro de Informação, Mediação, Provedoria e Arbitragem de Seguros (CIMPAS).
2. Disputes between the Parties which could not be resolved amicably shall be adjudicated by the competent court in Amsterdam, the Netherlands and the competent Portuguese courts, in the judicial district of Lisbon, without prejudice to the applicable mandatory provisions of regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, which grant policyholders, insureds certain rights to be sued or to sue in other courts, subject to conditions and exceptions as mentioned in said regulation.

### 9.7 Condition precedent

**It may be prohibited for the Insurer to conclude an insurance contract or coverage with the Travellers on the basis of national or international (sanction) rules. The agreement is not concluded if the Travellers is on a national or international sanctions list. The Insurer checks this**

**afterwards. That is why a 'condition precedent' is in force. The Insurer carries out the assessment as quickly as possible. If the Travellers are not on a sanctions list, the agreement is valid from the effective date stated on the policy or insurance certificate. If a person does appear on a sanction list, the Insurer will inform the applicant in writing. The Insurer will in any case do this within 10 days after the Booker has received this document.** The condition precedent is stipulated as follows: The agreement is only concluded if the Insurer's assessment does not show that it is prohibited under the Sanctions Legislation or regulations to provide financial services for or to:

- Policyholder;
- Insured Persons, co-insured and other (legal) persons who could benefit from the existence of the agreement;
- representatives and authorized representatives of the policyholder's company;
- ultimate financial stakeholders in the policyholder's business.

**Furthermore, during the term of the insurance contract, the Insurer regularly checks whether the Travellers under the insurance are on a national or international sanctions list. If this is the case, the Insurer has the right to terminate the insurance or coverage with immediate effect.**

## **10 Contract termination**

The Group Insurance Policy shall terminate by expiration, revocation, termination or cancellation of the Group Policy by the Insurer or the Policyholder.

The Policyholder shall give 30 days' notice to the Insured Persons of the extinction of the cover resulting from the termination of the Group Insurance contract, in case of revocation or termination of the contract.

The Insured Persons may be excluded from group insurance policy in the booked trip is cancelled, in which case a refund will be made according to the Indie Campers cancellation policy.

The Insured Persons may also be excluded from the Group Insurance Policy when he has commits fraudulent acts to the detriment of the Insurer or the Policyholder, according with the previous 8 of these Insurance Terms and Conditions.

The Insured Persons may also be excluded from the Group Insurance Policy when he has breached its obligations under the Insurance Terms and Condition, the Stipulation or the Check-in/out Rental Form.

## **11 Final dispositions**

The Insured Person declares that he/she has understood and is aware of the contractual terms foreseen in the contractual documentation of the Group Insurance Policy, notably in the present Insurance Terms and Conditions.

The Insured Person gives his/her express and free consent for the contractual documentation relating to the Group Insurance Policy to be provided in another language than the official language of the country where the Insured Person is domiciled, notably in English. In case of any interpretative doubt or contradiction, the English version shall prevail.