

# Tiptapp

## All-risk insurance for transport

Insurance terms and conditions

Valid from 2022-10-01

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The insurance is a *false group insurance* covered by the terms and conditions below. TipTapp (no. 559027-0376) in its capacity as group representative, has concluded a *group agreement* with the insurer W. R. Berkley Insurance AG, Swedish Branch (no. 516410-2070), a branch office of W.R Berkley Europe AG (Berkley) and the insurance intermediary Omocom AB (no. 559097-2377).

By virtue of the *group agreement*, all TipTapp's clients are considered *group members* and can choose to take out insurance according to these insurance terms and conditions.

### INSURANCE COVER

#### 1. To whom the insurance applies

The insurance applies to the insured ("you") who orders the transport of the property stated in the TipTapp ad and the insurance notice. The insurance only applies if you follow TipTapp's terms of use.

#### 2. When the insurance is valid

The insurance applies to damage that occurs during the time the insurance is paid and active (the insurance period).

The insurance starts when the property in direct connection with the insured transport leaves the pick-up location specified in the ad and continues during normal transport and related loading, transshipment and unloading.

The insurance ends when the property has been handed over at the delivery place specified in the ad. This is regardless of whether the property was received by the insured personally or someone else in his or hers place.

However, the insurance is valid for a maximum of 24 hours from the time the transport began.

#### 3. Where the insurance is valid

The insurance applies to damage, theft or loss that occurs during or in connection to transport (see 2) within the Nordic countries.

#### 4. What the insurance covers

##### 4.1 Deductible elimination

You can get reimbursed for your deductible if you have a regular insurance policy covering the damage to your property, such as a home or business insurance policy. You can get reimbursement with the deductible elimination if your property is damaged, stolen or lost.

##### 4.2 All-risk

If you cannot be reimbursed by your regular insurance under 4.1, you can be reimbursed by our all-risk cover. You can get reimbursed if your property is damaged, stolen or lost because of a sudden and unforeseen external event.

You cannot be reimbursed by both the deductible elimination (4.1) and the all-risk cover (4.2) for the same event.

In the event of theft, we have the right to wait 30 days before compensation can be paid to give both you and the police time to search for the property.

## 5. What the insurance does not cover

### 5.1 Excluded property

The insurance does not cover the following property, including parts and accessories to such property.

- Aircrafts
- Motor vehicles, caravans, trailers, off-road trailers, and trailing vehicles
- Motorboats and sailing boats
- Weapons or parts for weapons
- Jewellery, genuine pearls, precious stones, and watches intended to be worn
- Already damaged goods
- Living animals
- Tobacco and alcohol
- Coins and banknotes (including collector coins and banknotes)
- Valuables, such as tickets, gift cards, etc.
- Antiquities.

### 5.2 Scratches, wear and tear, and long-term effects

Compensation shall not be paid for damage consisting of or resulting from

- ageing
- change of colour or shape
- abrasion
- wear and tear
- mould
- coating
- lack of maintenance
- other damage that does not affect the functioning of the property such as superficial scratches and dents.

### 5.3 Damage to packaging material

The insurance does not cover damage to the packaging material of the transported property.

### 5.4 Cost of removal of damaged property

The insurance does not cover the costs of removal and destruction of damaged property.

## 6. Maximum amount of compensation

In the event of damage to transported property, the insurance provides maximum compensation up to the selected compensation level as shown in the table below. The selected level of compensation applies in total to all damage caused to the insured property during transport. You can see how we settle and value damaged property under paragraph 9 and 10.

Insurance package	Maximum amount of compensation
Small	150 EUR
Medium	500 EUR
Large	1 000 EUR

## 7. Safety regulations

You must, as far as possible, prevent damage from occurring. You shall ensure that the property is packed and protected in such a way as to minimise the risk of damage during transport. Failure to comply with the safety regulations may result in a reduction in the amount of compensation for damage or even a total loss of compensation.

## 8. In case of damage

### 8.1 Reporting damage

Damage must be reported to Omocom as soon as possible after you become aware of the damage. The report is made via the TipTapp application for the current ad.

In case of damage, please send the following:

- Completed claim form
- Photos if the property is damaged
- Copy of the receipt for the property
- Copy of the police report in case of theft or other crime
- Copy of the claim form if the damage was covered by another insurance and you wish to be reimbursed for the deductible of that insurance

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

### 8.2 Participation in claims settlement

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

### 8.3 Inspection of damage

The insurer has the right to have the damage inspected. We therefore ask you to keep the property until the claim has been settled, unless otherwise notified.

### 8.4 Incorrect or untrue information

If you or anyone else claiming compensation after a damage has, intentionally or through gross negligence, misrepresented, concealed, or failed to disclose any information relevant to the assessment of your claim for compensation under this insurance, the compensation may be reduced or not paid at all.

### 8.5 Right of recourse

### 8.6 Ownership of compensated property

The insurer assumes ownership of the property compensated unless otherwise agreed. You should contact us immediately if the replaced property is recovered.

## 9. How the damage is settled

Once you have reported the damage to Omocom, Omocom will decide how to compensate you. Compensation can be in the form of repair to restore functionality, replacement, or cash reimbursement. If repair is required, Omocom has the right to determine the method of repair.

If Omocom has approved the compensation by repair, you should contact a repairer you trust and obtain a quotation for approval by Omocom. Omocom then has the right to decide where the property will be repaired or purchased. Used and alternative parts should be used as far as possible by the repairer. You, as the owner of the property, shall, with Omocom's consent, order the repair and approve or complain about the work carried out.

For smaller measures, such as self-repair, laundering of textiles and minor painting work, compensation may be granted for own work. Compensation for own work is 15 EUR per hour in addition to the cost of materials. Second-hand and alternative parts should be used by yourself as far as possible for repairs.

If the item is not repaired, Omocom considers the loss to be the difference between the market value before the damage and the market value after the damage, so-called value depreciation. By market value, Omocom means what it would cost to buy equivalent property in the same condition as the damaged property or, if such property is not available, what it would probably have cost if it existed.

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

If you, as the insured, are liable for value added tax (VAT), this is not covered by the insurance. In the case of cash reimbursement, the amount of VAT will be deducted from the reimbursement amount. In cases where the service partner or repairer takes care of the damage, you will have to pay for the VAT amount of the repair.

#### 10. Damage assessment rules

Damage to or loss of property is valued at the cost of restoring the property, considering the current value of the property, up to the actual financial loss of the insured. Fair market value means the value of the property, considering the age and condition of the property at the time of the damage.

The property is valued according to the table below. Omocom bases its valuation on what it would cost in the general market to buy new if the property existed or what it would probably have cost. From that price, Omocom makes a value reduction due to age, wear and tear, outdatedness and/or other circumstances. Omocom is responsible for the cost of damage after any age deduction.

Property incl. parts and accessories	Years off (without age deduction)	Age deduction per year started
Computers, mobile phones, tablets	<6 months	20%
Powered machinery and measuring instruments	1 year	20%
Camera, GPS, other electronic or optical equipment	1 year	20%
Hand tools, garden tools and garden power tools, textile and pressure washing machines	1 year	10%
Bags, strollers, ski and golf equipment, sports and leisure equipment	1 year	20%
Bicycle and bicycle cart	1 year	20%
Tents (e.g. camping tents and party tents)	1 year	30%
Shoes and clothing, household textiles and other textile products	<6 months	50%

For items not listed in the table or where valuation according to the table would be unreasonable, the value of the property is determined using available valuation tools such as marketplaces and property valuation services.

## GENERAL CONDITIONS

### 11. Period of limitation

The limitation period is three (3) years, beginning with the end of the year that the claim arose, and the insured party obtained knowledge of the circumstance giving rise to the claim or would have obtained this knowledge if it had not shown gross negligence.

When a claim under an insurance contract has been notified to Omocom, the limitation period will be suspended until the insured obtains the *insurer's* decision.

### 12. Causation of damage

The insurance does not apply if the insured has caused the damage intentionally or through gross negligence. The same applies if the insured must otherwise be presumed to have acted or omitted to act in the knowledge that this entailed a significant risk that the damage would occur.

### 13. Double insurance

If the same interest has been insured against the same risk by several insurers, each insurer is liable to the insured as if that insurer alone had taken out the insurance. However, the insured is not entitled to more compensation in total from the companies than that corresponding to the damage. If the sum of the liabilities exceeds the damage, the liability is apportioned between the insurers in proportion to the amounts of the liabilities.

### 14. General exclusions

#### 13.1 Warranty or similar commitment

The insurance does not apply for damage for which the supplier or other party is liable by law, guarantee or similar commitment. However, the insurance does apply if the insured can prove that the person responsible does not comply with this.

#### 13.2 Fraud, embezzlement, or similar criminal offences

Compensation is not paid for damage caused by fraud, embezzlement, or similar criminal offences.

#### 13.3 War, terrorism, and riots

Compensation is not paid for damage whose occurrence or extent is directly or indirectly caused by or relates to war, warlike events, civil war, revolution, insurrection, riot, terrorism, sabotage, or action by those in power who have seized power without authority.

#### 13.4 Nuclear damage

The insurance does not apply for damage to property or in case of liability if the damage is directly or indirectly caused by a nuclear process.

#### 13.5 Force majeure

The insurer is not liable for any loss that may arise if the claims settlement, payment of compensation or restoration of damaged property is delayed due to

- war, warlike event, civil war, revolution, insurrection, or riot
- industrial dispute - applies even if the insurer has taken or is subject to dispute measures.
- confiscation or nationalisation
- requisition, destruction of or damage to property by order of government or authority.

## 15. Insurer

The insurer is W.R. Berkley Insurance AG, Swedish Branch (no. 516410-2070), a subsidiary of W.R. Berkley Europe AG. Berkley is under supervision of the Swedish Financial Supervisory Authority.

**Postal address:** Birger Jarlsgatan 22, 114 34 Stockholm

**Website:** [berkleyforsakring.se](http://berkleyforsakring.se)

**E-mail:** [sverige@wrberkley.com](mailto: sverige@wrberkley.com)

**Telephone:** +46 8-410 337 00

## 16. Insurance intermediary

Omocom AB (no. 559097-2377), registered in Sweden, is an independent insurance intermediary and is under supervision of the Swedish Financial Supervisory Authority.

**Postal address:** Birkagatan 1, 113 36 Stockholm

**Website:** [www.omocom.insurance](http://www.omocom.insurance)

**E-mail:** [hello@omocom.insurance](mailto:hello@omocom.insurance)

**Telephone:** +46 8 520 278 70

## 17. 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.

## 18. Personal data

Personal data is processed by both Omocom and Berkley, in accordance with the General Data Protection Regulation (GDPR), other applicable legislation, government regulations and the information on the processing of personal data that each company provides on its website ([omocom.insurance](http://omocom.insurance) and [berkleyforsakring.se/berkley-gdpr/](http://berkleyforsakring.se/berkley-gdpr/)). Please contact us if you would like to receive the respective company's information sent to you.

Omocom may outsource certain data to a subcontractor to optimize our services, particularly around claims handling. The subcontractor will then also have access to personal data and will be subject to the GDPR and other data protection rules.

## 19. If we do not agree

### Review of your case

#### First of all – contact us at Omocom

Misunderstandings or disagreements can often be resolved easily. Therefore, first contact the person who handled your case. If you are still not satisfied, you can contact the case handler's immediate superior. You can also make a complaint to Omocom's Complaints Officer at [complaints@omocom.insurance](mailto:complaints@omocom.insurance). Also see Omocom website for more information.

If you want to take your case further, you have the right to have it reviewed, see below.

#### 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.

## **DEFINITIONS**

### **False group insurance**

An insurance that the person who belongs to a special group has the right to join through registration/application.

### **Policyholder**

The party who has entered an insurance contract with the insurer

### **Insurance contract**

The agreement that applies to each insurance policy and that includes the application for affiliation to the insurance policy, the insurance conditions that apply at any given time, the latest insurance notice, the Insurance Contracts Act (2005:104) and Swedish law in general.

### **Insurance notice**

The notice issued as soon as an insurance policy has been concluded or changed, containing information on the coverage and period of validity of the policy, basic rights and obligations relating to the policy and important limitations of the insurance cover.

### **Insurance case**

The event(s) that may entitle you to compensation under the insurance contract.

### **Insurer**

The party who has concluded an insurance contract with the policyholder and is obliged to pay the insurance compensation in accordance with the insurance contract.

### **Insurance period**

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

### **Group representative**

The party who has concluded the group contract with the insurer.



**Group agreement**

The agreement between the insurer and the group representative that governs the insurance cover that the group members can apply for. A valid group agreement is a precondition for the conclusion of individual insurance contracts under these insurance conditions.

**Group member**

Anyone belonging to a predetermined group who is entitled to apply for insurance. In this case, the group consists of each person who is a customer of the group representative.

*The insurance is activated upon payment of the insurance premium. For every euro paid in premium, 30 cents go to Omocom and TipTapp, who handles all distribution, administration, technical integration, design, customer service and claims settlement. The remaining 70 cents goes to Berkley who is the risk carrier.*