

MIRASCON Comprehensive and Collision Motor Insurance

Clauses & Endorsements

Excess and Coverage Clause

Comprehensive: This insurance covers damage caused to your vehicle by the following perils; fire, theft, burglary, glass, or vandalism in connection with theft (only if the intention was theft). This insurance only covers your vehicle not another person's vehicle. This insurance has a deductible of EUR 300 (unless otherwise stated in your Confirmation of Insurance document). Comprehensive coverage does not include car rental or roadside assistance.

Or;

Collision Loss/Full - Including Comprehensive: In addition to the coverage given under Comprehensive above, this insurance covers damage caused to your vehicle due to the peril of vandalism, or damage to your vehicle due to COLLISION. This insurance has a deductible of EUR 500 for cars and EUR 300 for motorcycles (unless otherwise stated in your Confirmation of Insurance document). Collision Loss/Full coverage does not include car rental or roadside assistance.

Windscreen / Window Clause

In the event of a window being broken from any cause and the window can be repaired, it will be repaired free of charge. If the window needs to be replaced it is agreed that a deductible of 300 EUR will apply.

Marten Damage

This insurance covers damages to wiring, hoses and pipes in your vehicle as a direct result of Marten damage. Insurers will pay for repairs up to a value of EUR 1,000 for this coverage. Insurers will not pay for any consequential loss as a result of such damage and will only pay for damage as a direct result of the Marten damage. A deductible of EUR 300 will apply.

Value Clause

In the event of the total loss or destruction of the insured vehicle(s) the liability of the Insurer shall be the appropriate Actual Cash Value. "Actual cash Value" means the amount that it would cost at the time of loss to buy a comparable vehicle. As applied to your covered vehicle, a comparable vehicle is one of the same make, model, model year, body type and options with substantially similar mileage and physical condition.

New Vehicles

In the event of the vehicle(s) being stolen and not recovered, or being damaged within one year of the first registration of the vehicle(s) or the date of the Assured takes delivery of the vehicle(s), whichever date is the earlier, and the estimate cost or repairs being over 70% of the purchase price of vehicle(s), the Insurer will agree to consider the vehicle beyond economical repair and to value the vehicle(s) on the basis of the actual price paid plus the cost of transport of a similar replacement vehicle(s), if included in the limit insured and if the Assured incurs such costs.

Import Duty Liability Clause

This insurance extends to include the Assureds liability for Import Duty or other charges payable to a Government, other than the Government of the Assured's permanent domicile, in the event of the total loss and/or destruction of the insured vehicle(s). PROVIDED the Assured incurs the cost of such duty or charges in respect of the insured vehicle(s) and that the liability for Import duty is included in the limit insured proposed by the Assured.

Tyre Clause

This insurance EXCLUDES Damage to Tyres caused by the application of brakes or by road punctures, cuts or bursts. This also applies to "Run Flat" Tyres which may not be considered to be punctured, cut or burst.

This insurance also EXCLUDES loss or damage caused by Collision if the tyres fitted to the vehicle do not comply with local regulations or laws. Please ensure that you have the correct tyres fitted for the season or temperature / driving conditions, as set out in the relevant local regulations or laws.

Drink and Drugs Clause

This insurance does not cover your vehicle for any Loss or Damage, directly or indirectly arising when the damage results from the person in charge of the motor vehicle being found to be under the influence of alcohol or drugs.

Motor Sports / Motor Racing Clause

This insurance does not cover your vehicle for any Loss or Damage, directly or indirectly arising from the vehicle being used in any form of competition, rally, trial, track day, performance test, timed lap, race, speed trial, practice drives or tourist rides (for example Nürburgring), whether or not on private property, a public road, a private race track or a derestricted toll road.

Lien Holder Clause

In the event of gross negligence, or driving under the influence of drugs or alcohol, the vehicles' lien holder will be entitled to full indemnity. This shall not affect the right of recourse against the policyholder or driver.

Special War and Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause

This insurance does not cover (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to buy or arising from (i) ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component thereof.

Cyber Exclusion

We will not pay for any:

A) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and / or ii above.

B) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

Intent and Gross Negligence

There shall be no insurance coverage for damage you or the driver cause intentionally.

There shall be no insurance coverage in the case of gross negligence in enabling the theft of the vehicle or parts of the vehicle or causing a loss event under the influence of alcohol or other drugs.

Your obligations

1. The vehicle may be used for social, domestic and pleasure purposes only unless agreed specifically by insurers
2. The vehicle may only be driven by an authorized driver. An authorized driver is either the policy holder with a valid driving license, or a person who has the authorization to drive the vehicle from the policyholder and who has a valid driving license.
3. You are obliged to notify us of any loss event that could lead to claim to this policy within 10 days from the date of the incident.
4. Should the police, the public prosecutor or another authority be investigating a loss event involving your vehicle, you shall be obliged to communicate the procedure of the process (e.g. penalty order, demand for a fine) to us immediately, even if you have already notified us of the loss.
5. Insofar as the circumstance allow it, following a loss, you must obtain our instructions before disposing of or repairing the vehicle, and follow these as far as these are reasonable. If you are a member of our Loyalty Repair Program (LRP) you have to follow the corresponding agreement with us (see MI-LRP2020.1 which will be provided to you on request)

Additional regulations in the case of theft

Retrieval of the vehicle: If the vehicle is retrieved within one month of receipt of the notification of loss and we have finalized our investigations and if, during this period and with reasonable efforts, you are able to repossess the vehicle, you shall be obliged to take back the vehicle. If the vehicle is found more than 50 km (linear distance) from its regular location we shall pay for its collection up to the amount of a return railway ticket (2nd class) for up to a maximum distance of 1,500 km (rail kilometers) from the regular location of the vehicle to the location in which it was found.

Transfer of ownership after theft

If by law you are not obliged to take repossession of the vehicle, we shall become the owner of the vehicle or its parts. We will only pay out the indemnity after we have become the legal owner of the vehicle.

What are the consequences of a violation of these obligations?

Release from obligation to perform or reduction in indemnity

1. If you deliberately violate one of your obligations, insurance cover may be denied. In the case of gross negligence we shall be entitled to reduce our indemnity in the relation to the seriousness of your action.
2. If you can prove that you did not negligently violate the obligation, the insurance cover shall remain in place. Notwithstanding no. 1, if you deliberately violate your obligations but the cause of the loss is not related to this, then we are obliged to pay your claim, if within the coverage of your policy. This shall not apply if you fraudulently violate the obligation.

Complete release from obligation to perform in motor insurance

1. If you violate your obligations with the intention of gaining an illegal pecuniary advantage for yourself or a third party we shall be completely released from our obligation to perform as far as the pecuniary gain is concerned.
2. We will not pay if any malicious damage, theft or deliberate fire is not reported to the police.

Duration of the contract

The duration of your contract is specified in the insurance policy. The contract will be automatically renewed for a further year. We are required to give you a minimum of 30 days non-renewal notice. This does not affect your rights to cancel the policy (see 'Cancelling this Insurance').

Canceling this Insurance

You can cancel this insurance at any time. The cancellation has to be done by contacting us and has to be submitted fourteen (14) days in advance of the next monthly payment date if applicable.

We can cancel this insurance by giving you thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- nonpayment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request.
- after a negligent or fraudulent claim

Refund of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation; or
- the start of the period of insurance

whichever is the later.

If this insurance is cancelled within the cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid.

If this insurance is cancelled thereafter, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

Insurance Premium Tax

The Insurance Premium Tax (IPT) amount relates to the risk location country's IPT. Insurers are required to collect the tax (if applicable) and forward it to the relevant local authorities. Where an IPT amount is not shown or different to the risk location country's standard IPT, this is due to an exemption provided for under the NATO SOFA (Status of Forces Agreement).

Jurisdiction Clause

This Insurance shall be governed by German Law and the German Courts shall have jurisdiction in any dispute arising hereunder and indemnity under the policy shall only apply to judgements in the Courts of Germany and not to judgements obtained elsewhere nor to judgements or orders obtained in the said courts for the enforcement of foreign judgements whether by way of reciprocal agreement or otherwise, unless agreed to the contrary by the Insurer.

Safety and Maintenance of Vehicle(s)

THE ASSURED shall take all reasonable steps to safeguard the insured vehicle(s) from loss or damage and maintain such vehicle(s) in efficient and roadworthy condition, and in respect of any alarm or immobiliser systems and or any other protective devices fitted to the vehicle(s), it is a condition of this insurance that such devices and all locks are put into full and effective use when vehicle(s) left unattended, and that all keys relative to such devices are removed from the vehicle(s).

Fraudulent Claims

If the Assured has concealed or misrepresented any material fact of circumstances relating to this insurance, or if the Assured shall make any claim knowing the same to be fraudulent, this insurance shall become void. We will be entitled to recover the amount of any fraudulent claim from which was already paid under your policy.

Several Liability Notice LSW 1001

The subscribing Insurers' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers' are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Other Endorsements Applicable

None applicable.

General Exceptions and Conditions

The Insurer shall not be liable for the loss of use or any other consequential loss to the Assured or any other person. Cover in respect of the country of permanent domicile of the Assured is excluded, unless especially agreed with the Insurer and appropriate Endorsement issued. THE ASSURED shall give MIRASCON Versicherungsagentur GmbH notice in writing with full particulars of any happening or any occurrence likely to give rise to a claim under this insurance within a reasonable period after the date of the incident giving rise to a possible claim.

Making a Claim

In the event of an incident likely to result in a claim, a Claim Form should be obtained from our website www.mirascon.com or by contacting us. The form should be completed and emailed, faxed or posted to us immediately. Alternatively, you can submit a claim via our website by completing our online form. We will respond without delay.

Please send us your completed and signed Claims Form by one of the following methods:

MIRASCON Versicherungsagentur GmbH
Amsterdamer Str. 206
50735 Cologne
Germany
Email: claim@mirascon.de
Telephone: +49 (0) 221 9254 88 78
Fax: +49 (0) 221 9254 88 9 78
Website: www.mirascon.com

We will decide how to settle your claim and will either:

- pay to repair your car, or
- pay a cash sum to replace the damaged car or item.

However, the most we will pay is up to the Actual Cash Value of the car or the amount stated in your policy schedule, whichever is the lesser.

We will not pay if any malicious damage, theft or deliberate fire is not reported to the police.

Deduction for wear and tear and prior damages

If the repair entails replacing old parts with new, or the vehicle is completely or partly newly painted, we shall deduct an amount from the costs of the spare parts and paintwork corresponding to the age and wear of the old parts.

We may reduce the settlement, or ask you to contribute towards the repair costs, if the parts replaced were already worn or damaged or for audio/visual equipment that has been removed from your car.

Complaints Procedure

If you should have a complaint regarding us, or any issue in respect of your insurance, you should follow our Internal Dispute Resolution (IDR), outlined below.

In the first instance you should contact MIRASCON detailing your complaint:

Email contact@mirascon.de

Telephone +49 (0)221 925488 77 (please note: lines only available during Germany office hours)

MIRASCON Versicherungsagentur GmbH, Amsterdamer Str. 206, 50735 Cologne, Germany

If - after receiving our IDR response - you remain dissatisfied with the outcome, you may have the right to refer your complaint to the Insurance Ombudsman or BaFin (Federal Financial Supervisory Authority) free of charge – but you must do so within six months of receiving our final IDR response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

It is important to note that the Ombudsman (or BaFin) will not consider your complaint until you have received a final decision via our IDR (above) or 6 weeks have lapsed since you submitted your complaint and you have not yet received a final decision from us.

Insurance Ombudsman / Versicherungsombudsmann e. V.
Postfach 080632
10006 Berlin
Germany
Tel: +49 (0) 800 3696000
Fax: +49 (0) 800 3699000

Federal Financial Supervisory Authority / Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)
Graurheindorfer Strasse 108
53117 Bonn
Germany
Tel: +49 (0)228 29970299

This does not affect your rights as provided for by your local regulatory authority. Residents of the European Union may wish to consider using the Online Dispute Resolution platform at <http://ec.europa.eu/odr>

Insurer

THIS IS TO CERTIFY that in accordance with the authorisation granted under **B15111S2000001** to MIRASCON Versicherungsagentur GmbH by the Lloyd's Insurance Company S.A. and in consideration of the premium specified herein having been paid the said Insurer is hereby bound, each for his own part and not for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein on endorsed hereon.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels E-mail: enquiries.lloydsbrussels@lloyds.com Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

THE Insurer hereby agrees to the extent and in the manner hereinafter provided, to indemnify the Assured against loss or damage sustained to the vehicle(s) herein described excluding Mechanical and/or Electrical or Electronic Defect, Strain, Wear and Tear, Gradual Deterioration and abandonment and/or Computer failures, breakdowns or breakages.

THIS INSURANCE excludes Third Party Liability Insurance.