Mirascon Comprehensive and Collision Motor Insurance document

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General Terms and Conditions for Motor Vehicle Insurance

The Motor vehicle insurance **we** offer includes the following insurance types, depending on the contents of **your Insurance Contract**:

- Partial Comprehensive Insurance (Comprehensive)
- Fully Comprehensive Insurance (auto collision insurance)

The above types of insurance are created as legally independent contracts. **Your Insurance Contract** states which type of cover **you** have taken for **your vehicle**.

This Motor vehicle insurance excludes Third Party Liability Insurance.

What to do in the event of an incident

We know it can be stressful if **you** or **your** vehicle are involved in an **accident**, so here are **our** helpful hints and tips of what to do if **you** are ever involved in an **accident**:

1. Keep calm. **Accidents** are stressful, **we** are here to help

2. Move to a safe location. Make sure **you**, **your** passengers and **your** vehicle are safe. Providing it is safe to do so, move **your** vehicle to a safe location away from flowing traffic to avoid any further incidents.

3. Call emergency services if applicable.

4. Swap details
It is important to take the following details from all those involved if applicable:
a name
b vehicle registrations, make and models
c telephone number
d address
e insurance details
f contact details of any witnesses.

5. Do not take the blame
Even if **you** think the **accident** was **your** fault, do not take the blame. **Our** job is to investigate who is at fault for **you**.

6. Take photos. If possible and safe, take photos of all the vehicles involved, including **your** own, the **accident** location and any road markings.

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 Insurance Contract**, whichever is the lesser.

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

Definitions section

Whenever the following words are used in this wording, they will have the meaning given below:

Vehicle
A motor car manufactured to carry up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads. The type, make and model as stated in **your Insurance Contract**.

Market value
The cost of replacing **your** vehicle; with one of a similar make, model, year, mileage and condition based on market prices immediately before the loss happened. Use of the term 'market' refers to where **your** vehicle was purchased. This value is based on research from industry recognised motor trade guides.

After market equipment & Modifications
These are any changes to the way the vehicle looks, functions or drives, including any changes to support a disability or relating to **your** profession or business.

Software
Software updates which, if not installed, would mean it was unsafe to use **your** vehicle without the updates being installed.

You, **your** (including possessive and other forms)
The insured and the person stated under the **Insurance Contract**.

Insurance Contract
The Auto / Motor **Insurance Contract** provided by **us** to **you** covering **your** vehicle.

We/**Us** (including possessive and other forms)
MIRASCON Versicherungsagentur GmbH.

Insurer
Lloyd's Insurance Company S.A.

Storm
A **storm** is defined as a weather-related air movement of a wind force of at least 8 in accordance with the Beaufort scale. This includes damages caused by forces of nature causing objects to be thrown against or on to the vehicle.

Fire and **explosion**
Fire is a conflagration with flames which has occurred without an intended source or has left the source and is in a position to spread by its own means. Singeing, scorching and smoke damage shall not be considered as a **fire**. An **explosion** is a sudden manifestation of force based on the escape of gas or steam.

Accident
An **accident** is defined as a sudden external impact on the vehicle with mechanical force.

Authorized driver
An **Authorized driver** is a person who is stated on **your Insurance Contract**.

Marten damage
Damage caused to **your** vehicle by Marten which is an agile, short-legged, bushy-tailed, medium-sized carnivorous mammal in the weasel family.

Road Traffic Law
The law that applies in the country where the vehicle is located.

Replacement value
This is the price **you** would have to pay for the purchase of a used vehicle of equal value on the day of the loss.

Residual value
This is the market value of the vehicle in a damaged or destroyed condition.

Write-off
This occurs if the costs of the necessary repairs to the vehicle exceed the amount of the **Replacement value**.

A What is covered by your auto insurance

A.1 What is insured

***Your** vehicle*

A.1.1 **Your** vehicle is insured against physical damage, destruction, loss or total loss following a loss event as defined under A.2 or A.3.
The insurance coverage also includes the vehicle parts specified under A.1.2 and A.1.3 vehicle parts and vehicle accessories, insofar as they are permissible under **Road Traffic Law**.

Non-contributory insured parts

A.1.2 If not otherwise stated under A.1.3 the following vehicle parts and accessories of the insured vehicle shall be insured without additional premium:

a integral or fixed vehicle parts,

b Integral or fixed vehicle parts or accessories secured within the vehicle that are exclusively used in the operation of the vehicle (e.g. protective covers, tools for breakdown)

c accessories or parts secured within the vehicle for general technical assistance (e.g. fuses and light bulbs)

d Child seats secured within the vehicle.

e the following parts securely attached to the outside of the vehicle:
- An additional spare tire
- Roof/back racks, hardtops and snow chains
- Panniers on motorcycles (welded / screwed or attached to the vehicle with an integrated security lock),

However **we** will not pay loss or damage due to incorrect fitting of such parts, nor will **we** pay for any use outside the manufacturers instructions.

Aftermarket equipment is covered up to EUR 500 or the market value of **your** vehicle, whichever is lower
***We** will not pay for the following parts and / or possessions*
A.1.3 All other objects or possessions, in particular those whose use does not exclusively serve the utilization of the vehicle (for example cellphones and mobile navigation systems, even if attached to the vehicle by a holder or stand, luggage, personal items of passengers).

A.2 What events are covered by Comprehensive Insurance

We will pay for physical damage, destruction, loss or total loss of the vehicle including its insured contents due only in the event of the following occurring:

Fire** and **explosion
A.2.1 **Fire** and **explosion** are insured.
Theft and attempted theft
A.2.2 Theft and damage caused by attempted theft is insured unless the vehicle is
a. used by a person or for any purpose not shown on **your Insurance Contract**
b. taken or driven without **your** consent
c. used for criminal purposes (including avoiding lawful apprehension)
d. for loss of or damage to **your** vehicle, where possession of it is gained by deception

Additional conditions 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, w**e** 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.

***Storm**, hail, lightning, flood*
A.2.3 The direct impact of **storm**, hail, lightning or flooding on the vehicle shall be insured.

Breakage of glass
A.2.5 **We** will pay for breakage of the glass of **your** vehicle's windscreen, windows or sunroof. **We** will only pay for repair on presentation to **us** of the relevant invoices. **We** will pay for Glass breakage without a deductible if the glass is professionally repaired without replacement and an invoice is provided as proof. **We** will pay up to 50 EUR for the expenses of cleaning the interior of the car but only if proof if provided. No other consequential damages will be insured.
If the glass needs to be replaced it is agreed that a deductible of 300 EUR will apply.

Marten bite
A.2.6 **We** will pay for damages to wiring, hoses and pipes in **your** vehicle as a direct result of **Marten damage**. **We** will pay for repairs up to a value of EUR 1,000 for this coverage. **We** will not pay for any consequential loss resulting from such damage and will only pay for damage as a direct result of the **Marten damage**. A deductible of EUR 300 will apply.

Collision with animals
A.2.7 The collision of the moving vehicle with animals of any kind shall be insured.

A.3 What events are covered by Collision insurance (only covered if shown in your insurance schedule)

We will pay for damage, destruction, loss or total loss of the vehicle including its insured contents in only in the event of the following occurring:

Comprehensive insurance events
A.3.1 Comprehensive insurance events as already insured as stated under A.2.

Accident
A.3.2 **Accidental** collision or damage to the vehicle.
Damages caused by misuse of the vehicle shall not be considered as **accident** damage. Misuse includes damage to the vehicle caused by an insecure load or due to wear and tear, torsion damage, operating errors or overstress of the vehicle and / or damage caused by towing or if the vehicle is towed.
Please note damage to the trailer or broken-down vehicle or any items carried in them are not covered.

A.4 Who is insured

This insurance shall apply for **you** and, a lien holder if stated in **your Insurance Contract**. Please note that the insurance is only valid for the vehicle insured with **us**.

A.5 In which countries does the insurance coverage apply

You have insurance protection for **your** vehicle (as stated in **your Insurance Contract**) within the geographical border of the European Union plus the non-European areas that are included within the scope of the European Economic Area (EEA).

A.6 What shall we pay in the case of a total write-off, destruction or loss?

Replacement value *minus* ***Residual value*** *(if amount does not exceed the amount stated in the* ***Insurance Contract****)*

A.6.1 In the case of a total **write-off**, destruction or loss of the vehicle **we** shall pay **Replacement value** with the deduction of a **Residual value** of the vehicle. If despite total **write-off** or destruction, **you** have **your** vehicle repaired, A.7.1. shall apply

What ***we*** *will pay for in the case of* ***write-off*** *or theft of vehicle*

A.6.2 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.

A.7 What shall we pay in the case of damage?

Repairs

A.7.1 If the vehicle is damaged, **we** will pay the costs required for repairs up to the following limits:

a If the vehicle is professionally repaired, **we** will pay for the costs required up to the **replacement value**, as long as the amount does not exceed the amount stated in the **Insurance Contract**, if **you** can prove this to **us** with an invoice. If **you** cannot provide an invoice then the most **we** will pay is A.7.1.b

b If the vehicle is not professionally repaired, **we** shall pay the cost required for a complete repair up to the amount of the **replacement value** minus the residual value.

Towage

A.7.2 In the case of damage to the vehicle **we** shall reimburse the costs for towage from the place of damage to the nearest workshop for suitable repair, only if a third party is not liable for the costs. The professional repair costs and towage costs cannot exceed the amount stated in **your Insurance Contract**.

Deduction New-for-old, wear and tear and prior damages

A.7.3 **We** will not pay for:

a. the excess shown on **your** current Policy Schedule
b. for loss of or damage to **your** vehicle, where possession of it is gained by deception
c. for damage caused to **your** vehicle by driving it after an **accident**, unless necessary for safety
d. for wear and tear
e. for pre-**accident** damage or damage unrelated to the current loss
f. for any loss in the market value of **your** vehicle as a result of it being damaged or stolen
g. to replace or repair any **modifications**

Additional costs and surcharges

A.7.4 Costs for the disposal, transport and surcharges on the recommended retail price for spare parts shall only be borne by **us** if **you** can prove these by means of an invoice.

A.8 Special features in the case of an agreed loyalty repair program

Should **you** have arranged a loyalty repair program for **your** car with **us**, in addition to the provisions of section A.7, the following shall also apply:

Selection of workshop

A.8.1 **You** inform **us** of the repair to be done and **we** select a workshop from **our** workshop network where the car shall be repaired. **We** commission the repair work and bear the costs of the vehicle repair up to the sum insured stated on **your Insurance Contract** less the deductible stated in **your Insurance Contract**. This deductible shall be paid to the workshop by **you** following the repair.

Additional services in the workshop selected by ***us***

A.8.2 **We** shall provide following additional services:
for the duration of the repair a courtesy vehicle of the lowest class shall be placed at **your** disposal, for a maximum of 21 days
A courtesy car will not be provided if **your** vehicle is:

a. stolen outside **our** territorial limits
b. beyond economic repair
c. repaired by an unapproved repairer.

We cannot guarantee the courtesy car will be adapted to any special needs or disability.
If a courtesy car is given it can only be used within the geographical limits.
The courtesy car is not intended to be a like for like replacement for **your** vehicle, it will typically be a small hatchback

Should **you** not take advantage of a courtesy vehicle there will be no other compensation. The additional services shall also not be provided if the loss event is just glass breakage.

*If **you** want to select the workshop **yourself***

A.8.3 If **you** do not wish to use **our** approved repairers, **we** will be unable to provide **you** with a courtesy car. **You** will need to give **us** an estimate from **your** preferred repairer. If **we** think the estimate is unreasonable, **we** can:
a. arrange for **your** vehicle to be moved to **our** approved repairer
b. ask **you** to give an estimate from another repairer

When the workshop service does not apply

A.8.4 The terms and conditions of the workshop service shall not apply if
a there is a total loss as per A.6,
b the loss event did not occur in Germany,
c If a cash settlement is agreed

In these cases, the compensation is based on A.7 and application of the deductible as per A.12.

A.9 Adjustor's fees

We shall only reimburse the expenses for an adjustor if **we** have commissioned them or agreed to their work.

A.10 Value added tax and IPT

Value added tax
We shall only reimburse value added tax if and as far as this has actually incurred in the damage repair. **We** shall not reimburse the value added tax if **you** are entitled to deduct tax or if **you** are entitled to use a VAT-Form (Value Added Tax [VAT] Relief Program).

Insurance Premium Tax
The Insurance Premium Tax (IPT) amount relates to the risk location country´s IPT. **Insurer**s 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).

A.11 Limit of indemnity

Our indemnity is limited to the original price of the vehicle (insofar as the vehicle was bought as a new vehicle) or the purchase price of the vehicle (insofar as the vehicle was bought as a used vehicle).
However, **we** shall only pay up to the maximum sum insured stated in **your Insurance Contract.**

The original price is the amount for the purchase of a new vehicle with the same features as the insured vehicle or, if the insured vehicle is no longer manufactured, a comparable follow-up model on the day of the loss event.

The original price is the manufacturer's recommended retail price minus local, brand-related or other discounts, please see Section A.6 for further details.

The purchase price is the amount **you** paid to the seller in accordance with **your** purchase agreement and corresponds with the insured value in **your Insurance contract**.

However, the most **we** will pay is up to the Actual Cash Value of the car or the amount stated in **your Insurance Contract**, whichever is the lesser.
Any **residual value** of the vehicle shall be deducted.

In the event of a total loss, **you** are responsible for the salvage value of the vehicle.

A.12 Deductible

The deductible is stated in **your Insurance Contract** and will be deducted from the compensation in each and every loss. For glass breakage the deductible does not apply as per A.2.5.

A.13 What we shall not replace

We shall not pay for alterations, improvements and wear-and-tear repairs. Nor shall consequential damage be reimbursed such as loss of fuel and drive means (e.g. oil, coolants), depreciation, licensing costs, transportation costs, administrative costs, downtime or costs for a hire vehicle.

A.14 General conditions

Intent and gross negligence

A.14.1 **We** will not pay for damage **you** or the driver caused intentionally.
We will not pay for any 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.

Racing
A.14.2 **We** will not pay 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.

Tire damage
A.14.3 **We** will not pay for any damage to tires caused by the application of brakes or by road punctures, cuts or bursts. This also applies to “Run Flat” Tires which may not be considered to be punctured, cut or burst.

We will not pay for any loss or damage caused by Collision if the tires fitted to the vehicle do not comply with local regulations or laws. Please ensure that **you** have the correct tires fitted for the season or temperature / driving conditions, as set out in the relevant local regulations or laws.

Special War and Terrorism Exclusion Clause
A.14.4 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
A.14.5 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.

Lien Holder Clause
A.14.6 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, subject to the agreement with the lien holder. This shall not affect **our** right of recourse against the **you** or driver.

Fraudulent Claims
A.14.7 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.

Storage fees
A.14.8 **We** will not pay for any storage fees unless specifically agreed by **us**.

Cyber Exclusion
A.14.9
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.

General exclusions
A.14.10 **We** will not pay for any of the following:

a. for any loss or damage caused by using the incorrect type of fuel or failing to keep the correct amount of lubricant in **your** vehicle
b. for any loss or damage to **your** vehicle caused or contributed to by the carriage of hazardous goods
c. for loss or damage if **your** vehicle has been seized or destroyed by any Government, Public or Local Authority
d. for the loss of use or any other consequential loss to **you** or any other person.
e. for loss or damage if the vehicle is used for a deliberate or reckless act with the intention of:
i. self-harm or suicide

ii. causing damage or fear of damage to other vehicles or property
iii. causing injury or fear of injury to any person

f. for loss or damage if **your** vehicle is rented out or used for a peer to peer hire scheme
g. for loss or damage if **your** vehicle is used to carry a load in an unsafe, insecure or illegal condition or manner or where any of **your** vehicle's weight limitations have been exceeded

A.15 Dispute about the loss amount (adjuster process)

A.15.1 A committee of experts shall decide in the case of a dispute about the loss amount plus the determination of the **replacement value** or the extent of the repair work required.
A.15.2 Both **you** and **we** shall appoint an adjuster for the committee. If after two weeks of the request **you** or **we** have not appointed an adjuster, the same shall be appointed by the respective other party.
A.15.3 Should there be no agreement of the committee, another adjuster elected as arbitrator before the process began, shall decide. Should the committee not be in agreement on the election of the arbitrator, he shall be appointed by the competent county law court. The decision of the arbitrator must fall between the amounts respectively estimated by the two adjustors.
A.15.4 The costs of the adjuster process shall be borne in proportion to the extent to which the **Insurer** and insured person prevail.

B When does the insurance cover start

This insurance cover commences on the date specified in **your Insurance Contract**.

C Payment of premium

The initial or single premium specified in the insurance policy must be paid at the point of sale.

D Your obligations when using the vehicle

For all types of insurance

Intended purpose
D.1 The **vehicle** may only be used for the intended purpose specified in the **Insurance Contract**.

Authorized driver
D. 2 The vehicle may only be driven by an **authorized driver**. An **authorized driver** is a person who is stated on **your Insurance Contract**. Moreover, **you**, as the holder or owner of the vehicle, may not permit an un-authorized driver to use the vehicle. **We** will not pay for loss of or damage to **your** vehicle, where possession of it is gained by deception.

Driving with a driving license
D.3 The driver of the vehicle may only drive on public highways or places with the required driving license. Moreover, **you**, as the holder or owner of the vehicle, may not allow the vehicle to be used by a driver who does not hold a valid driving licence or who is breaking the conditions of their licence Please note that all drivers must be 18 years or older.

What shall we not replace?
D.4 **We** shall not pay for alterations, improvements and wear-and-tear repairs. Nor shall consequential damage be reimbursed such as loss of fuel and drive means (e.g. oil, coolants), depreciation, licensing costs, transportation costs, administrative costs, downtime or costs for a hire vehicle.

Residual and waste parts, as well as the unrepaired vehicle shall remain with **you** and shall be charged at the salvage value against the compensation.

Fraud and misrepresentation
D.5 **You** must always answer **our** questions honestly and provide true and accurate information.

If **you**, any other insured person, or anyone acting on **your** behalf, provides:
1. false, incomplete, exaggerated or misleading information, or
2. false, altered, forged or stolen documents

We will do one or more of the following things:
a. change **your** policy to show the correct information, and change the premium accordingly
b. cancel **your** policy immediately
c. declare **your** policy void
d. refuse to pay any claim or only pay part of a claim
e. keep the premium **you** have paid
f. recover any costs from **you** or any other insured person

E What are your obligations in the event of loss

E.1 For all types of insurance

If **you** or **your** vehicle are involved in any type of incident, regardless of fault, **you** must:
a. tell **us** about it within 48 hours
b. support them in their investigation and any prosecution against the person responsible
c. give **us** a Crime Reference Number within 24 hours, that relates to the incident **you** are reporting.
d. give **us** all the information and documentation that **we** consider necessary to deal with **your** claim and policy.
e. send **us** any court documentation **you** receive in connection with the incident as soon as **you** receive it, including any claim form, writ, summons or bill
f. tell **us** at once if **you** are charged with an offence or get any notice of prosecution, inquest or fatal enquiry
g. give **us** a witness statement when requested
h. co-operate with **our** investigation.

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. The full wording of the agreement can be provided on request.

Failure to comply with the above could result in the claim being refused and/or **your** policy being cancelled.
You must not attempt to negotiate the settlement of the claim unless w**e** have given **you** written permission

E.2 Report to police

If the damage by theft, **fire** or collision, **you** shall be obliged to report this to the police immediately.
We will not pay if any malicious damage, theft or deliberate **fire** is not reported to the police.

E.3 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 **your**self 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.

F Duration and cancellation of the contract, sale of the vehicle, lapse of interest

F.1 Duration of Insurance Contract

Duration of contract
F.1.1 The duration of **your** contract is specified in the insurance policy.

Automatic renewal
F.1.2 If the contract is concluded with a duration of one year it shall be renewed upon expiry for a further year, if **you** or **we** do not cancel the contract.

Contracts with a duration of less than one year
F.1.3 If the duration is explicitly agreed upon as less than one year the contract shall end at the date and time agreed upon without any cancellation necessary.

F.2 When and for what reasons can you cancel the Insurance Contract

Cancellation
You can cancel this insurance at any time by contacting MIRASCON. 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, **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.

F.3 When and for what reasons can we cancel the Insurance Contract

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):

a. nonpayment of premium.
b. a change in risk occurring which means that **we** can no longer provide **you** with insurance cover for example a change in vehicle or the vehicle has been sold.
c. non-cooperation or failure to supply any information or documentation **we** request.
d. after a negligent or fraudulent claim
e. After a total loss event

F.4 Method and submission of cancellation

You can cancel this insurance at any time.
Cancellation of the policy can be made by contacting **us** via email, telephone or by writing to **us**.

F.5 Refund of premium after cancellation

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.

G What happens if you sell your vehicle

If **you** sell or change **your** vehicle, **we** must be advised. This insurance will NOT be transferred to the buyer.

H Driving with unregistered license plates, Safety and Maintenance of Vehicle(s)

H.1 Driving with unregistered license plates

There is no insurance cover for fully comprehensive or partially comprehensive insurance if the vehicle is not properly registered in accordance with existing legal regulations.

H.2 Safety and Maintenance of Vehicle(s)

You and any other insured person must:

a. protect **your** vehicle from loss or damage
b. make sure **your** vehicle is roadworthy
c. remove and secure any keys or device that allows access to **your** vehicle; if it is left unoccupied
d. any alarm or immobilizer systems and or any other protective devices fitted to the vehicle must be activated if it left unoccupied.
e. update **your** vehicle's **software** when prompted by the vehicle's manufacturer
f. only download **software** from a source approved by **your** vehicle's manufacturer
g. only modify the vehicle **software** in accordance with the manufacturer's instructions

Failure to comply with the above could affect the amount **you** are able to claim, result in the claim being refused and/or **your** policy being cancelled.

I Complaints and disputes

I.1 If you are not satisfied with our services

Any complaint should be addressed to:

Email contact@mirascon.de
Telephone +49 (0)221 925488 77
MIRASCON Versicherungsagentur GmbH
Amsterdamer Str. 206
50735 Cologne, Germany

Your complaint will be acknowledged, in writing, promptly, and no longer than 5 (five) business days of the complaint being made.
A decision on **your** complaint will be provided to **you**, in writing, without any unnecessary delay, and no longer than 6 (six) weeks of the complaint being made.
When an answer cannot be provided within the expected time limits, the **Insurer** will inform **you** in an appropriate manner about the causes of the delay and indicate when the investigations will be likely concluded.
Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 6 (six) weeks of the complaint being made, **you** may be eligible to refer **your** complaint to the Insurance Ombudsman.
The contact details are as follows:

Insurance Ombudsman
Versicherungsombudsmann e.V.
Postfach 080632
10006 Berlin
Germany
Complaints may be submitted online: https://www.versicherungsombudsmann.de/dasschlichtungsverfahren/schlichtungsantrag/
Tel: 0800 3696000
Tel: +49 (0) 30 206058 99 (from outside Germany)
Fax: 0800 3699000
Fax: +49 (0) 30 206058 98 (from outside Germany)
www.versicherungsombudsmann.de

You may refer **your** complaint to the Insurance Ombudsman if **you** are a consumer or in a consumer-like position concerning an **Insurance Contract**, the complaint does not relate to private health and nursing care insurance and the value of the complaint is EUR 100,000 or less.

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.
The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

I.2 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**.

J Alterations to insurance conditions

We can alter, extend or replace individual conditions affecting existing **Insurance Contract**s,
- If a legal provision is introduced or modified which affects these conditions or the conditions these are based upon
- in the case of new or modified highest judicial decision affecting these conditions,
- if a court declares individual conditions as legally ineffective,
- if, by means of an administrative act the Federal Financial Supervisory Authority objects to these conditions as incompatible in accordance with the applicable law and demands the **Insurer** to change the same.

This shall only apply for conditions in the following areas:
- Scope of the insurance cover,
- Cover exclusions,
- Obligations of the policy holder or the person insured

The modified conditions may not, as an individual regulation or in combination with other contractual conditions, place the policy holder in a worse situation than the original regulation.

The modified, supplemented or replaced conditions shall be notified in writing by **us** and the content and reason for modification given. **You** shall agree to these modified conditions if **you** do not object to these in text form within two months of notification.
Your attention shall be expressly drawn to this in the notification. To meet the deadline the objection must be sent on time. In the case of timely objection, the alterations shall not come into effect.

K Insurer

THIS IS TO CERTIFY that in accordance with the authorisation granted under B172824MIR1429 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, theirs 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.

Several Liability Notice LSW 1001
The subscribing **Insurer**s' 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.

Sanctions Limitation Clause LMA 3100A
The insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.