

## **Product information**

This product information sheet will give you an initial overview of the insurance cover. The information is however not exhaustive. The entire contents consist of this product sheet and the attached Terms and Conditions of Insurance. We therefore advise you to read the entire provisions of the agreement carefully.

These insurance conditions are not an insurance contract. They contain a description of the insurance benefits that are covered by the group insurance contract between **AtlanticTrust Insurance Brokers GmbH**, Straßburger Ring 3, 66482 Zweibrücken and **Inter Partner Assistance S.A., Direktion für Deutschland**, Colonia-Allee 10-20, 51067 Cologne.

Furthermore, the insurance conditions contain the conditions for obtaining benefits, their limitations, exclusions, obligations and duties for the insured person.

Atlantic Trust Insurance Brokers GmbH is the policyholder of the group insurance contract with the insurer.

On behalf of the insurer, the assistance and insurance services will be provided by:

### **AXA Assistance Deutschland GmbH**

Colonia-Allee 10-20

51067 Cologne, Germany

and

### **Inter Partner Assistance Service GmbH**

Große Scharrnstraße 36

D-15230 Frankfurt (Oder), Germany

## **1. What kind of insurance coverage do we offer?**

The coverage is offered in the form of assistance insurance.

## **2. What is insured?**

We make sure that after

- a breakdown
- an accident
- or theft

of the insured vehicle you receive rapid assistance and we cover the costs incurred.

The insured cases of damage or loss are described in §6 of the General Terms and Conditions of Insurance for Roadside Assistance (AVB Roadside Assistance).

Cases of damage or loss are insured when the first incident leading to the problem occurred after the commencement of insurance coverage.

### **3. How high is the premium and when do you have to pay it?**

The insurance premium for Roadside Assistance is paid by the AtlanticTrust Insurance Brokers GmbH, 66482 Zweibrücken.

### **4. What is not covered?**

Some cases are not covered by the insurance.

These are in particular events caused intentionally or through gross negligence.

For a complete list of all excluded cases of damage or loss, see §8 of the General Terms and Conditions of Insurance for Roadside Assistance.

### **5. When does your coverage start?**

Insurance coverage starts automatically when you conclude a contract for Roadside Assistance.

### **6. What do you need to keep in mind during the term of the contract?**

Any subsequent changes in the circumstances prevailing at the time a contract for Roadside Assistance was concluded are not relevant for this insurance coverage.

### **7. What do you need to do in the event of damage or loss?**

Just call us. We will determine together what services should be provided and how. For more detailed information, see §8 of the General Terms and Conditions of Insurance for Roadside Assistance.

### **8. What might the consequences be if you don't observe the above obligations?**

Please observe the obligations described in paragraphs 6 and 7 above to the letter, as these are of great importance. If you do not comply with them, you can partially or even completely lose your insurance coverage and endanger your contract. Which rights we assert depends on which obligation you have breached. For more information, please refer to §8 of the General Terms and Conditions of Insurance for Roadside Assistance.

### **9. How long does your contract run and how can it be cancelled?**

The contract expires with the expiration of the Roadside Assistance contract.

## **General information**

### **Notification and reporting obligations vis-à-vis the insurance company**

To maintain insurance coverage, the insured person must observe specific provisions of the Terms and Conditions of Insurance.

These are: §1 (immediate notification via the emergency hotline), §9 (obligations in event of damage or loss)

### **Right of disposal over own claims**

The insured person has the right to independently assert his or her own claims with the insurer.

### **Knowledge and conduct of the insured person**

It should be noted that the knowledge or conduct of the insured person can be taken into consideration if such knowledge or conduct are of significance according to the Terms and Conditions of Insurance or the applicable legal provisions (§47 of the Versicherungsvertragsgesetz (German Insurance Contract Act), hereinafter referred to as VVG).

### **Contractual language**

All information and communication regarding the contractual relationship will be in German, unless in certain cases special provisions apply or agreements to the contrary have been made.

### **Competent supervisory authorities:**

- **Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)**

Bereich Versicherungen (Insurance Department)

Graurheindorfer Str. 108

53117 Bonn, Germany

- **Financial Services and Markets Authority (FSMA)**

Rue de Congrès/Congresstraat 12-14

1000 Brussels, Belgium

### **Contact for out-of-court conciliation**

Our goal is to provide you with optimal service.

Should you not be satisfied at any time, please call us at +49 (0) 63 32 / 9136 – 2000. We will respond immediately. You can also send us a letter or an E-Mail to:

#### **AXA Assistance Deutschland GmbH**

Große Scharrnstraße 36

15230 Frankfurt (Oder), Germany

E-Mail: [customer-care@axa-assistance.de](mailto:customer-care@axa-assistance.de)

Your right to immediately take legal action is not affected by these institutions.

**General Terms and Conditions of Insurance for Roadside Assistance as part of the group insurance contract between AtlanticTrust Insurance Brokers GmbH and IPA**

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### **§1 Insurer**

The insurance company is Inter Partner Assistance S.A., Direktion für Deutschland, Colonia-Allee 10-20, 51067 Cologne, hereinafter referred to as IPA of the insurer.

The headquarter of the company is Brussels (B-1050) in the legal form of a Société Anonyme (S.A.).

### **§2 Report of event via IPA emergency hotline**

(1) In the case of an insured event, IPA will provide the insurance & assistance services listed under §6 by arranging services as well as covering the cost of such services.

The prerequisites for the receipt of the insurance & assistance services listed under §6 are that the assistance services were arranged by IPA and the insured event was reported exclusively via the IPA emergency hotline. The IPA emergency hotline is available for this purpose around the clock every day of the year under the following number: +49 (0) 0 63 32 / 9136 – 2000.

In order to verify insurance coverage, it is required that you can provide the following information on the phone:

- Chassis number of the insured vehicle
- Insurance policy number
- Make and model of the vehicle

(2) IPA is exempt from the obligation to assume the costs incurred if the insured event is not reported via the emergency hotline, unless this breach is based neither on willful intent nor gross negligence. In cases of gross negligence, IPA is still obliged to assume the costs if the breach has no influence on their amount.

### **§3 Insured event / insured persons/ insured vehicles**

(1) An insured event shall be deemed to have occurred when

a) the prerequisites are given for asserting a claim to insurance & assistance services by IPA in accordance with §6 and

(b) the claim to insurance & assistance services was in fact made and asserted via the IPA emergency hotline.

(2) the insured persons registered by AtlanticTrust Insurance Brokers GmbH with IPA as well as permanent members of the household of such insured persons are entitled to insurance & assistance services covered by this assistance insurance per §6. The insured persons are entitled to assert claims directly vis-à-vis IPA for the insurance & assistance services per §6.

(3) The privately used passenger car or motorcycle, registered in Germany after 1 August 2003 and designated in the confirmation of insurance issued by AtlanticTrust Insurance Brokers GmbH is covered in case of breakdown, accident or theft for one year starting with the date of commencement of assistance coverage complying with the following criteria:

- Maintenance and inspection carried out according to manufacturer specifications
- Covered vehicle:
  - maximum 9 seats
  - maximum width: 2.55 meters
  - maximum length (including any associated trailer): 16 meters
  - maximum height: 3.2 meters
  - maximum gross weight: 4,000 kilograms
- Leasing vehicles also included.
- Rental cars, vehicles used by driving schools and taxis are excluded.
- Insurance coverage for vehicles during storage (including collecting after end of storage) due to military deployment of the policyholder is excluded.

### **§4 Scope**

Insurance coverage is provided for events in the following countries:

Andorra, Austria, Belgium, Bosnia and Herzegovina', Bulgaria\*, Croatia\*, Cyprus\*, Czech Republic\*, Denmark, Estonia\*, Finland, France, Germany, Greece, Hungary\*, Iceland\*, Ireland, Italy, Latvia\*, Lichtenstein, Lithuania\*, Luxembourg, Macedonia', Malta\*, Monaco, the Netherlands, Norway, Poland, Portugal, Romania\*, Slovak Republic\*, Slovenia, Spain, Sweden, Switzerland, Turkey (European sector), United Kingdom, Federal Republic of Yugoslavia\*.

\* = In these countries, assistance will be rendered subject to local availability and according to local circumstances.

### **§5 Terminology**

Abroad refers to all countries within the scope of the contract except Germany.

The beneficiary is the owner of an insured vehicle, the registered holder of the vehicle, the authorised driver and all eligible passengers up to the stipulated permissible maximum number of occupants.

The date of commencement of coverage is the starting date specified in the confirmation of insurance.

Theft refers to the theft of the entire vehicle or components thereof (wheels, steering wheel), which prevents the vehicle from being driven. Theft is also given in cases of larceny, extortion, embezzlement or unauthorized use.

Family members are those who live in the same household as the insured person, including your children, spouse or non-marital partner, and the latter's children.

The covered vehicle is the vehicle for which a Roadside Assistance policy was concluded.

A breakdown is any sudden and unforeseen failure of the insured vehicle caused by original equipment, including mechanical or electrical failure, leading to immediate immobilization of the vehicle. Failures caused by the driver or an external influence are excluded. A breakdown is not given if a trailer malfunctions.

An accident is a road-traffic-related event involving an external mechanical force having a direct and sudden impact on the insured vehicle, leading to immediate immobilization of the vehicle.

You are the insured person.

Your permanent place of residence is the place in Germany where you mainly reside. The NATO base where you are stationed is also considered your place of residence.

The insured person is the policyholder of the Roadside Assistance.

We are Inter Partner Assistance S.A., Direktion für Deutschland, Colonia-Allee 10-20, 51067 Köln.

## **§6 Insurance benefits**

IPA provides insurance & assistance services in the cases of emergency specified in paragraphs 6.1 to 6.2.11.

### **6.1. General benefit provisions**

a) When an insured event occurs, we provide the benefits in the form of services and assume the resulting costs up to the specified amount. All benefits are available in equal measure to other eligible drivers and occupants of the insured vehicle.

b) After a breakdown or in the event of accident or theft (the two latter events depending on which benefit is applicable for which event), the benefits described in paragraph 6.2 below will also be provided as subsidiary benefits. Subsidiary means that such benefits are only provided when all other claims to benefits on the basis of assistance insurance or other insurances are exhausted.

## **6.2 Benefits**

If the insured vehicle is immobilized as the result of a breakdown, accident or theft, and in case services are not already available for the vehicle based on the manufacturer's mobility guarantee, we will provide the following services:

### **6.2.1 Roadside assistance**

After a breakdown, we provide roadside assistance by sending a breakdown service to restore the vehicle to roadworthy condition and assuming the related costs.

If you arrange for roadside assistance yourself, we will reimburse you, including the costs of the small parts delivered by the vehicle breakdown service, to a maximum amount of €103.

Roadside assistance is provided on public roads or at your place of residence to the extent that no legal, military or warranty-related restrictions apply. Supplementary to the above, it is agreed that for all-terrain vehicles the site where assistance is to be rendered must be actually and legally accessible by the vehicle breakdown service.

### **6.2.2 Towing**

If roadside repair is not successful after a breakdown or accident, or if the vehicle is found after a theft in a non-operational condition, we will arrange for the vehicle including luggage, trailer and non-commercial load to be towed to the nearest qualified repair shop and assume the related costs.

If you arrange for towing yourself, we will reimburse these costs, including the costs for breakdown assistance, to a maximum amount of €154.

### **6.2.3 Salvage**

If after a breakdown or accident towing is not possible because the vehicle is no longer on the roadway, or if the vehicle is found off-road after a theft, we will provide for its salvage including luggage and non-commercial load and assume the related costs.

### **6.2.4 Rental car**

If roadside repair is not successful after a breakdown or accident, or if the vehicle is recovered after theft in a non-operational condition, we will arrange for a self-driven rental car (if possible in the same vehicle category) for the duration of the necessary repair up to a maximum of 7 days, and up to a maximum amount of €77 per day (incl. VAT and other charges, for example for the delivery of the rental car).

Not included is coverage of costs for fuel, tolls and ferry use.

If you take advantage of our services for your onward/homeward travel by train or plane (§6 section 6.2.5), or of overnight accommodations (§6 section 6.2.6), we do not assume any rental car costs.

### **6.2.5 Onward/homeward travel**

We arrange for your homeward travel to your permanent place of residence in Germany (or to your NATO base) or onward to your destination. This of course also applies to the return journey from



your destination to your place of residence as well as to picking up the repaired vehicle from the site of the incident.

We assume the related costs for

- (a) travel from the incident site to your place of residence or from the incident site to your destination,
- (b) return travel from your destination to your place of residence,
- (c) travel to the incident site for one person when the repaired vehicle is to be picked up from there.

For a one-way trip under 1,200 rail kilometers, we reimburse at maximum the cost of a first-class train ticket including surcharges. For greater distances, we book a flight for you in economy class and assume the related costs.

We reimburse documented taxi trips up to an amount of €52 per incident.

### **6.2.6 Hotel**

If roadside repair is not successful after a breakdown or accident, or if the vehicle is recovered after theft in a non-operational condition, and if incident site is located more than 100 km from the insured person's place of residence, we will on request book accommodations at the nearest hotel and assume the costs for the duration of the repair, up to a maximum of three nights and €77 per night and beneficiary.

If you take advantage of our onward/homeward travel option (§6 paragraph 6.2.5), we assume the accommodation costs for one night only.

### **6.2.7 Return transport**

#### **A) RETURN TRANSPORT OF VEHICLE AFTER BREAKDOWN**

If the vehicle cannot be repaired to a roadworthy condition at or near the incident site within a period of three working days, and if the estimated repair costs do not exceed the cost of an equivalent used vehicle in Germany on the day of event, we will arrange the transport of the vehicle to another repair shop.

We will assume the resulting costs up to the amount of returning the vehicle to your place of residence in Germany. In cases of damage outside Europe, we assume the costs up to €5,000 per claim.

#### **B) PASSENGER TRANSPORT (PICK-UP SERVICE)**

If the incident occurs in Germany, we arrange for you and the eligible passengers to be brought to your place of residence, if possible together with the vehicle.

### **6.2.8 Vehicle storage**

If the insured vehicle has to be stored

- (a) until it is repaired or until it can be transported to a repair shop, or

(b) after theft abroad and subsequent recovery until return transport or customs clearance or scrapping,

we will assist you with storing the vehicle for a maximum of two weeks and assume the related costs.

#### **6.2.9 Customs clearance or scrapping of the vehicle**

If after a breakdown, accident or theft in another European country the vehicle has to be cleared by customs or scrapped, we assume the execution and the related costs as well as the costs of transporting the vehicle from the incident site to the customs or scrapping site.

Any proceeds from scrapping the vehicle will be paid to you. We will arrange for any luggage and non-commercial load to be transported to your place of residence if you cannot take them home with you. We assume the cost of transport up to the cost of rail freight. Approval for scrapping must be obtained beforehand from your comprehensive vehicle insurance company, the leasing company or the holder of the motor vehicle registration. A theft must be proven by a police confirmation.

The vehicle will not be released for customs clearance or scrapping if prohibited by law or if, after theft, the vehicle has become the property of a third party.

#### **6.2.10 Spare parts dispatch**

If after a breakdown or accident abroad the necessary parts are not available at or nearby the incident site, we will arrange for you to obtain them as quickly as possible and, if necessary, we will also transport the replaced parts (gears, axles, engines) back to your place of residence. For this purpose we assume all incurred shipping and pick-up costs, but not the costs of the spare parts themselves.

#### **6.2.11 Incapacity of the driver**

If as the result of an illness lasting more than three days – or sudden death – you are unable to drive the vehicle back home, and if none of the passengers is able to do so, we arrange for the vehicle to be picked up and driven to your place of residence by a qualified driver and assume the related costs.

If you arrange for pick-up yourself, we assume the documented costs for a replacement driver's return trip, accommodations and meals up to the amount of €0.50 per kilometer of the distance between your residence and the incident site.

In addition, we also assume the accommodation costs resulting from your inability to drive for the other vehicle occupants up to a maximum of three nights and €77 per night per passenger. This also applies in the case of illness or accident of each eligible driver of the insured vehicle.

### **§7 Knowledge and conduct of the insured person**

For the purposes of the vehicle assistance insurance, the knowledge or conduct of the insured person can be taken into consideration if such knowledge or conduct is of significance according to the Terms and Conditions of Insurance or the applicable legal provisions (§47 VVG).

### **§8 Exclusions and reductions in benefits**

The following applies unless otherwise agreed:

(1) Not insured are

- a. damage caused by force majeure, war, civil war, revolutions, riots, terrorism, strikes, seizures or restraints by government authorities, official bans, explosion of devices, or nuclear or radioactive effects;
- b. claims by an unauthorized driver or a driver who has no valid driver's license;
- c. accidents or other failures occurring during the beneficiary's training for and/or participation in motor vehicle sports competitions aiming at high speed or the demonstration of skills;
- d. any cargo damage or any loss of revenue due to a breakdown, accident or theft, or due to cancellation costs, for example the expiration of tickets;
- e. damage caused by a fire in the insured vehicle (which is not caused by vehicle components);
- f. damage that recurs due to failure to repair a defect in the vehicle;
- g. damage caused by the installation of parts or accessories that are not manufacturer-approved or of equivalent quality and tested and approved on the market for the vehicle, or damage caused by altering the vehicle in a way that is not approved by the manufacturer;
- h. damage to rental cars (both self-driven and chauffeur-driven) or to vehicles used for commercial passenger transport;
- i. vehicles registered outside Germany;
- j. visits to the repair shop for regular servicing and maintenance work, for inspections, for installation of accessories, or for painting or other technical campaigns or recalls, or damage due to disregard of the maintenance instructions or poor execution of maintenance work.

(2) The insured persons are not entitled to benefits from IPA if the incident was brought about by willful intent or gross negligence. In the event of gross negligence, IPA is entitled to reduce the benefits in relation to the severity of the negligence.

(3) If, thanks to benefits from IPA, the insured person saves costs that would have been incurred even without the relevant event, IPA may reduce the benefits by this amount.

(4) IPA does not provide any benefits per §6 for incidents that already occurred before the commencement of insurance coverage, in particular for the repair of damage or remedy of defects that existed before the commencement of insurance coverage.

(5) No benefits will be provided in connection with systematic recalls by the manufacturer.

### **§9 Obligations of the policyholder after the incident**

(1) Upon the occurrence of an incident covered by the assistance insurance, the insured person must

- a. notify IPA of the damage without delay via the emergency hotline pursuant to §2;
- b. determine with IPA whether and which services should be provided;
- c. keep damage to an absolute minimum and follow the instructions given by IPA;

- d. allow IPA to undertake any reasonable investigation into the cause and amount of the damage and the extent of its obligation to provide compensation, along with submitting original receipts to prove the extent of the damage;
- e. support IPA in its assertion of third-party claims that have been assigned to IPA based on the benefits it has provided and hand over any documents required to assert such claims.

(2) If any one of these obligations is breached, the insured person will lose the insurance coverage, unless such breach was caused neither intentionally nor through gross negligence.

In the event of a grossly negligent breach of an obligation, IPA is entitled to reduce its benefits in relation to the severity by which the policyholder or the insured person is to blame for such breach. If the policyholder or the insured person can prove that the obligation has not been breached out of gross negligence, insurance coverage will be maintained.

Insurance coverage will also be maintained if the policyholder or the insured person can prove that the breach of the obligation was not a causative factor either for the occurrence or establishment of the insured incident, or for the determination or the scope of the benefits incumbent upon IPA. The above does not apply if the policyholder or the insured person has fraudulently breached the obligation.

In the event of a willful breach of an obligation as stipulated above, the policyholder or the insured person will maintain insurance coverage only if the breach was not likely to seriously impair IPA's interests, or if no substantial fault is attributable to the policyholder or the insured person.

(3) After reporting a claim, the insured person must communicate any change of address to IPA. If the change in address is not communicated, a registered letter written by IPA to the last known address of the insured person shall suffice as a declaration of intent toward that person. The declaration is deemed to have been received three days after the dispatch of the letter. This also applies in the event of a change of name of the insured person.

#### **§10 Duration and expiration of insurance coverage**

(1) Insurance coverage for the insured person begins with the commencement of insurance as notified in writing by AtlanticTrust Insurance Brokers GmbH.

(2) Insurance coverage for the insured person expires with the termination of insurance as notified in writing by AtlanticTrust Insurance Brokers GmbH, at the latest one year after the commencement of insurance coverage.

(3) If the group insurance contract between IPA and the policyholder is terminated, the insurance coverage for the insured person also ends. IPA grants the insured persons who are still registered at the time of termination an extended discovery period of six months after the termination of the group insurance contract.

#### **§11 Notices /declarations of intent**

All notices and declarations made to IPA, with the exception of the claim for insurance & assistance services made via the emergency hotline (§2), must be made in writing. Such notices and declarations should be addressed to

**AXA Assistance Deutschland GmbH**

Colonia-Allee 10-20

51067 Cologne, Germany.

E-Mail: atlantictrust@axa-assistance.de

**§12 Statutory limitation**

(1) The claims arising from the insurance contract expire in three years. The calculation of this time period is made according to the general provisions of the German Civil Code.

(2) If the insured person has reported a claim to IPA based on this assistance insurance, the statute of limitations is inhibited from the time of such report up to the time that the insured person receives a decision in writing.

**§13 Place of jurisdiction**

(1) For legal actions brought against IPA, jurisdiction is determined by the location of the head office of IPA. If the insured person is a natural person, the local court also has jurisdiction in whose district the insured person currently has his or her place of residence or, in the absence thereof, his habitual domicile.

(2) For legal action taken by IPA against an insured person who is a natural person, the court has jurisdiction that is competent for the place of residence of the insured person or, in the absence thereof, his habitual domicile. If the insured person is a legal entity, the court of jurisdiction is determined by the seat of the entity or its subsidiary. The same applies if the insured person is a general partnership, limited partnership, private company or registered partnership.

(3) If the place of residence or habitual domicile of the insured person is unknown at the time the legal action is taken, the place of jurisdiction shall be the seat of IPA.

**§ 14 Applicable law**

German law applies in all matters pertaining to this assistance insurance.

**§ 15 Obligations of third parties**

(1) If a third party is obliged to provide benefits in the event of damage, or if compensation can be claimed based on other insurance contracts, these benefit obligations shall be given priority.

(2) If the insured person can claim compensation from other insurance contracts, that person is free to decide which insurer to report the claim to. If the claim is reported to IPA, IPA will perform the agreed assistance services in advance of compensation.

(3) If the insured person is entitled to reimbursement by third parties as a result of the same incident of damage, he or she may not demand compensation that exceeds the total damage.

### **§16 Cession of claims**

You may not transfer or pledge your entitlement to compensation before the final determination without our express prior consent.

### **§17 Data protection**

As an insured person, you receive insurance cover under a group insurance contract concluded by Atlantic Trust Insurance Brokers GmbH as the policyholder and Inter Partner Assistance S.A., Direktion für Deutschland as the insurer. Regarding the Data in relation to this group insurance contract, Inter Partner Assistance S.A., Direktion für Deutschland is the Data Controller according to Art. 24 GDPR. In addition to these Terms and Conditions, you will receive an information sheet, in which Inter Partner Assistance S.A., Direktion für Deutschland provides you with information on the handling of your personal Data according to Art. 13 GDPR.