

**Terms and Conditions
of Assistance insurance contract
ARISA Assistance**

- Policyholder of Assistance:

Customer of Atlantic Trust

- Type of vehicle:

- all reported passenger cars and motorcycles of customers of Atlantic Trust in private use, registered in Germany from 01.08.2003 on, in case of breakdown, accident or theft for 1 year coverage, starting with the date of commencement of Assistance coverage complying with following criteria:

maintenance and inspection carried out according to manufacturer specifications

- Covered

Vehicle:

- Maximum 9 seats
- Maximum Width: 2.5 meters
- Maximum length (including any associated trailer): 16 meters
- Maximum height: 3.2 meters
- Maximum gross weight: 4.000 KGs.

Leasing vehicles also included

Rental cars, vehicles used by driving schools and taxis excluded

Insurance coverage for vehicles during storage (inclusive collecting after end of storage) due to military deployment of the policyholder is excluded.

- **Area of coverage:**

Andorra, Austria, Belgium, Bosnia and Herzegovina*, Bulgaria*, Croatia*, Cyprus*, Czech Republic*, Denmark, Estonia*, Finland, France, Germany, Greece, Hungary*, Iceland*, Ireland, Italy, Latvia*, Liechtenstein, 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 the Assistance shall be rendered subject to local availability and according to local circumstances.

- **Terms and Conditions of Assistance:**

Definitions:

Accident:

Any incident having direct or sudden impact on vehicle due to external mechanical force, leading to the immediate immobilization of the vehicle.

Beneficiary:

any individual/s which are entitled to assistance within these Terms and Conditions through their authorized use of a vehicle; hitchhikers are excluded.

Breakdown:

any sudden and unforeseen failure of vehicle, caused by original equipment, including mechanical or electrical breakdown or failure, leading to immediate immobilization of the vehicle during the respective period of coverage.

No failure of a trailer

No operations involving the systematic recall of products, maintenance, whether periodical or otherwise, inspections, installation of accessories, supplies and painting, any shortcoming of necessary supply for maintenance

Date of commencement of coverage:

Date specified in policy

Theft:

any larceny, misappropriation, robbery or unauthorized use of the vehicle.

Exclusions:

- Acts of God, war risks, strikes, seizures or constraint by government authorities, official interdiction, piracy, riots, explosions of devices or nuclear or radioactive effects

- accidents or other failures occurring during the Beneficiary's training and/or participation in motor vehicle sports competitions

- any damage caused willfully or by gross negligence

- any cargo damage or loss of revenue due to a breakdown or accident

- claims if the vehicle is driven by an unauthorized driver or a driver who has no valid driver's license.

- use for commercial purposes or commercial rental.

Start and duration of Insurance Coverage:

Insurance coverage expires after 1 year coverage (no automatic prolongation), starting with the date of commencement of insurance coverage declared in the policy and reported to the insurer, or in case of permanent omission of the vehicle.

- **Content of services:**

Assistance Centre:

24 hours available inclusive toll-free number (0800 – 1232070), outside Germany +49(0)89-7676-2070.

Roadside Assistance:

Attendance on the spot with cost bearing in case of breakdown or accident up to a maximum of EURO 103,-;

roadside repair will be attempted except legal, warranty or military restrictions apply

on roads open to public traffic and at home;

additionally off road for “all-terrain/off road” models, where access is possible and permissible by law.

Towage:

Roadside repair not successful in case of breakdown or accident,

professional towage to nearest local repairer including luggage or non-commercial load up to a maximum of EURO 154,-.

Salvage:

In case that after breakdown or accident towage is not possible as of off-road situation of the vehicle bearing the cost of salvage including luggage or non-commercial load.

Travel:

No entitlement to take differing modes of transport.

Rental Car:

In case of breakdown or accident and unsuccessful roadside assistance or theft, rental car (if possible same category, otherwise category below) for duration of necessary repair (duration to be proved) up to a maximum period of 7 days and up to a maximum amount of EUR 77,- per day (including VAT and other cost, e.g. for allocation of rental car);

No fuel cost.

Rental car can be provided only in case of necessary towage, proven objectively.

Service excluded in general if onward/homeward travel by train or flight

Onward/Homeward Travel:

In case breakdown or accident and unsuccessful roadside assistance or theft happen more than 50 km from home (or NATO ...), cost of first class train ticket(s) or, if travel exceeds 1.200 rail kms, cost of economy class flight ticket(s) for onward travel to the proven original destination or homeward travel for all beneficiaries;

Taxi cost to reach railway station or airport up to a maximum of EURO 52,- per incident;

Hotel:

In case breakdown or accident and unsuccessful roadside assistance or theft happen more than 100 km from home (or NATO ...), hotel accommodation during the duration of the repair up to a maximum of 3 nights and EURO 77,- per night and per beneficiary;

In case of choosing onward/homeward travel, hotel accommodation is only possible for one night.

Repatriation:

In case that vehicle cannot be repaired after breakdown or accident happen more than 50 km from home (or NATO ...) or discovery after theft within three working days and cost for repair do not exceed cost for a used car of the same category, cost for a

repatriation to another competent garage will be borne up to the cost for returning the vehicle to home destination in Germany;

In Germany, if possible, joint journey of all passengers with the vehicle to be repaired to home destination (pick up service).

Storage:

In case of necessity of storage after breakdown or accident or theft, cost will be borne up to two weeks.

Customs Clearance and Scrapping abroad

Arrangement of clearance after breakdown or accident or discovery after theft, if necessary, including all clearance charges; duty and taxes excluded;

If higher clearance charges can be avoided by scrapping the vehicle, reimbursement of cost incurred.

Spare Parts Dispatch:

After breakdown or accident abroad, arrangement of dispatch and customs clearance formalities and payment of transportation costs where necessary parts for repair are not available;

Payment of customs duties and for spare parts is excluded.

Driver unable to drive

In case of sudden illness more than three days or sudden death of the driver and no other person can drive the vehicle, cost for a qualified driver to drive the vehicle home will be borne;

Hotel accommodation will be borne until arrival of the chauffeur up to a maximum of three nights and EURO 77,- per night and per passenger.

- Provision of services and qualification procedure:

24 hours a day, each day of the year

generally first contact to call centre no later than the day immediately following the day of the event, by following its instructions

The request of a beneficiary for assistance shall be notified to the call centre.

The call centre will ensure that the person is a beneficiary and validate his entitlement for the purposes of this contract upon provision of the following information by the person requesting the Assistance:

- Chassis number,
- Policy number,
- Date of commencement of insurance coverage,
- Brand and model of the Vehicle.

Assistance can only be rendered if the beneficiary follows the instructions of the call centre.

Original invoices always to be supplied to justify claims.

Services to non-entitled persons will be recovered from the recipient.

- **Statements**

All statements related to the Assistance Insurance Contract have to be declared in writing.

- **Obligations of the Policyholder after incident**

- complete and truthful information related to all circumstances of the incident
- limitation of damage (if possible)
- release of coverage for the insurer in case of breach of warranty caused willfully

or by gross negligence.

- **Notification in case of an incident**

In case of an incident policyholder and insurer are entitled to notify insurance coverage.

Notification must reach the other party no later than one month after the end of negotiation related to indemnity.

Notification of insurer will take effect one month after its entry to the Policyholder.

The policyholder can notify with immediate effect or at a later date, but by the end of the current year of coverage at the latest; no refund will be applied.

- **Multiple Insurance**

In case of multiple insurance, policyholder is restricted to indemnity based on damage in fact.

- **Cession**

Claims cannot be ceded or pledged without prior expressed consent before final fixation.

- **Applicable Law and Venue**

Laws of Germany

All disputes to be decided by the National German Courts having jurisdiction.
Place of venue: at policyholder's option seat of the insurer or place of residence of the policyholder in Germany.