

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.

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 market value of such vehicle(s) at the time of such loss or destruction not exceeding the limit insured, taking into consideration the conditions under which this certificate is issued and whether Import Duty or local taxes have been paid, in accordance with the Import Duty Liability Clause.

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.

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 (at least 0.30 mg/l breath-/blood alcohol concentration) 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 or speed trial, whether or not on private property, a public road, a private race track or a derestricted toll road.

MIRASCON provides insurance services to US Military, other NATO forces and expats stationed in Europe. Whether you are on active duty, a dependent, a civilian employee or an expat, we are here for your insurance needs.

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.

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.

Cancelling this Insurance

You can cancel this insurance at any time by contacting Mirascon.

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):

- non payment 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.

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 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 Tax

The insurance premium tax (IPT) amount is equal to the residence country's IPT. Where an IPT amount is not shown or different to the country's standard IPT, this is due to tax exemption or deviation provided under the NATO SOFA (Status of Forces Agreement).

Jurisdiction Clause

This Insurance shall be governed by English Law and the English Courts shall have jurisdiction in any dispute arising hereunder and indemnity under the policy shall only apply to judgements in the Courts of England 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.

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.

Claims

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

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 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 B0507IS1900001 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.

Data Protection Short Form Information Notice

Your personal information notice

Who we are

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Agent contact details

MIRASCON Versicherungsagentur GmbH
Amsterdamer Str. 206, 50735 Cologne
Germany

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.