

Service Description

For your complete e-bike leasing protection under the LRB/LRP premiums

AGL Activ Services GmbH (lessor, policyholder) has concluded a two-wheeler insurance policy with ERGO Direkt Versicherung AG, Karl-Martell-Str. 60 in 90344 Nuremberg, (insurer) for e-bikes and Pedelecs (two-wheeler) which do not require insurance [on a statutory basis]. In the context of all-round insurance coverage under the LRB/LRP premiums, there is therefore two-wheeler insurance coverage granted to the lessee under the provisions of the following description of services. There is also insurance coverage when the lessee, as an employer, transfers the insured two-wheeler for use by an employee.

In case of a claim, and if there are questions, please address:

assona GmbH, Tel: +49 30 208666 57
Postfach 51 11 36 Fax: +49 30 208666 45
13371 Berlin, MO-FR 8-18
Email: kundenservice@assona.de

Description of services for all-round leasing protection under the LRB/LRP premium, Version as of 05/2020

1 What is covered

Items insured are the bicycles registered for insurance coverage by the policyholder, non-statutorily-required e-bikes or Pedelecs, including the insured parts with a total purchase price up to 12,000 euros (gross) (**insured two-wheeler**).

Vehicles requiring insurance and licenses as well as commercially used vehicles are not insurable. The insurance coverage is removed if the insurability of the two-wheeler is not established, or is no longer valid.

Insured parts are those that are combined with the two-wheeler and which are necessary for operating the two-wheeler (such as the saddle, handlebars and lights) as well as the related safety locks. Parts which are attached with quick releases or are tightly screwed to the two-wheeler are counted as part of the two-wheeler. Parts which are hidden, clamped or combined as well as loose accessories (such as saddle pockets or air pumps) are not counted as part of the two-wheeler. Only parts which are handed over to you which were already part of the two-wheeler are insured.

The insurance premium is paid by the policyholder.

2 What should you observe with your safety lock?

Insured two-wheelers with a purchase price of **less than 1,000 euros** are to be secured with a safety lock whose original purchase price was **at least 20 euros**.

Insured two-wheelers with a purchase price of **greater than 1,000 euros** are to be secured with a safety lock whose original purchase price was **at least 50 euros**.

Safety locks which are included are the following, protected against freezing spray: U-lock, folding lock, armoured cable lock and chain lock made of specially hardened metal.

Important: You must present the purchase receipt for the safety lock in case of a claim.

3 What payments are made by the insurer?

You can find the scope of your insurance coverage from the payment package you have selected.

If you, in the case of a claim, can make a claim to other insurance or to a warranty or a statutory guarantee, there is no insurance coverage from this two-wheeler insurance.

Leasing all-round basics (LRB premium):

Repair

The insurer covers the costs for needed repairs to restore the earlier, operational status. This applies to repairs due to

- damages due to falls, tumbling and accidents,
- operating and handling errors,
- damages to electronics,
- production, design and material faults, (after expiry of statutory warranty periods)

as long as the insured two-wheeler has been damaged, and its ability to function is impacted. The insurer covers the costs for spare parts and labour.

The insurer pays the needed repair costs even if the functional capability of the two-wheeler has been impaired due to vandalism.

Repairs are performed by repair services contracted by assona.

For the rechargeable battery, the insurer pays the costs for exchange if these occurred due to

- damages due to falls, tumbling and accidents,
- damages to electronics,
- moisture damage

if only **50 percent at most** of the performance capacity quoted by the manufacturer is available. You will receive a replacement battery of the same type and quality.

Total loss

If there is a total loss of the insured two-wheeler, the insurer will pay to the policyholder the relevant market value which applies at the time of the claim as shown in the leasing contract.

Total loss is present if damages requiring payment are irreparable and one cannot restore the functional capability of the two-wheeler. Total loss is also present when both of the following conditions are fulfilled:

- The repair costs are higher than the still-outstanding market price from the leasing contract.
- The repair costs are at least 40 percent of the net purchase price agreed with the policyholder for the two-wheeler.

Loss or missing

The insurer will pay for the loss of the insured two-wheeler or loss of insured parts. An insured loss is present in the case of

- theft
- or
- robbery:

In the case of an insured loss of the insured two-wheeler, the insurer will pay to the policyholder the amount of the applicable market value at the time of the claim as shown in the leasing contract. In the case of an insured loss of insured parts, the insurer will pay the costs for needed repairs and for the relevant spare parts.

No reimbursement for slight damages

Damages up to an amount of **75 euros** are not paid by the insurer.

Deductible

For each claim, the insurer takes a deductible of **40 euros** from the payment. The repair is not implemented as long as you don't pay the 40 euros to the repair service. In the case of total loss or loss of the insured two-wheeler, 40 euros will be deducted from the agreed market value.

Leasing all-round protection, Premium (LRP premium):

You receive the payments from the

- **Leasing all-round protection, Basic.**

In addition, the insurer will pay for needed repairs to the insured two-wheeler or to the rechargeable battery from

- Wear (including to tires and brake pads).

Also, **slight damage** under 75 euros is insured and is reimbursed by the insurer. **The deductible** of 40 euros is not deducted.

In addition, the insurer will pay for UVV testing in the second and third

- insurance year

in the amount of a maximum of 30 euros.

include in particular scratches, scrapes and blemishes.

- Damage and theft of accessories which are not firmly affixed. These are, for example, displays, speedometers, GPS devices, bicycle baskets, drinking bottles, panniers, child seats and plug-in lighting (uninsured accessories).
- Damages for which claims for warranties from manufacturers can be made.
- Damages which can be enforced against the manufacturer or dealer due to contract violations or due to the lack of assured properties.
- Damages to the insured two-wheeler which were intentionally brought about by the entitled user or policyholder.
- Damages which occur due to participation in official bicycle racing events and related practice and training runs.
- Damages to the battery if the battery was not charged with an appropriate charging device as recommended by the manufacturer.
- Damages due to war and warlike events (such as civil war, revolution, rebellion or civil unrest)
- Damages due to flooding, earthquakes, avalanches, lightning strikes and weather influences.
- Production damage which lead to manufacturer's recalls.
- Costs for maintenance work and other inspections (such as software updates, adjustments of the gears or brakes).
- Damages and consequential damages due to changes made which do not follow the manufacturer's recommendations to the two-wheeler (such as chip tuning).
- The costs for a borrowed or rented bicycle.
- Losing, leaving or abandoning the two-wheeler or the insured parts.
- Damages due to commercial use.
- Vehicles requiring insurance and licenses.

5 How are the payments made?

The **repair costs** are directly paid by assona to the repair service. In the case of **total loss or loss** of the insured two-wheeler, the insurer will pay to the policyholder the market value at the time of the claim as set forth in the leasing contract.

6 What must you do before, during and after the occurrence of loss or damage, and what are the consequences of not observing these obligations?

6.1 Obligations prior to occurrence of the insured event

4 What is not covered?

The insurance does not cover:

- Damages which do not impact the functional capabilities of the insured two-wheeler. These

The insured two-wheeler is to be locked in order to protect from theft with a safety lock to a fixed, earth-anchored object (such as a light pole, tree, anchored bike rack, etc.). The two-wheeler must be locked at the frame.

This also applies if the insured two-wheeler is parked in an unlocked room, such as a community-accessible cellar.

The insured two-wheeler must be secured with the aforementioned safety lock when it is in a locked common-use room which is subject to a break-in theft.

When stored in a room, building or garage which is exclusively for one's own use and which is locked, the two-wheeler need not be specially protected with a lock.

In the case of theft from a parked powered vehicle, insurance coverage is offered if the powered vehicle is locked or closed. Insurance coverage is also offered in the case of attached bicycle carriers which are secured with a lock if the insured two-wheeler is additionally secured with a safety lock as described above to the bicycle carrier.

6.2 Your obligations during and after an insurance event:

We cannot check the claim without your collaboration. Please note the following

You must report the claim to assona immediately, but within 14 days. With this, you must present the leasing contract for the insured two-wheeler and the purchase receipt for the safety lock which was used.

You must keep the damaged two-wheeler or the damaged parts in order to be viewed by an expert contracted by assona up to the point where the claim is paid.

You must immediately report to a police station any damage or loss due to criminal activities, also abroad (such as property damage, theft, robbery and vandalism). The police confirmation of the report must be presented to assona.

If you find out afterwards where the stolen or robbed two-wheeler is, you must immediately inform assona of this.

If there is other insurance coverage for the two-wheeler (such as householders' insurance), you must give all information about the other contract to assona.

6.3 You could be subject to significant legal disadvantages if you violate any of your obligations before, during and after the insurance event occurs.

The following applies:

If the obligation violation is intentional, the entitlement to benefits is lost. The insurer can reduce the payments in the case of gross negligence. This reduction will be proportional to the severity of your culpability. This reduction can be up to the full value of the claim. If one can demonstrate that the obligation was not violated due to gross negligence, the claim is

retained. The insurer will make the payments if the violation of the obligation is neither relevant for the entry or determination of the insured event nor for the determination or scope of its obligation to pay. You must prove this. The insurer will also pay if it has not communicated or made declarations to you after the entry into an insured event through a special message in text form of these legal consequences. You lose this claim for damages in any case in the case of malicious violation of an obligation.

7 When does the insurance coverage begin and end?

The insurance coverage begins with the transfer of the insured two-wheeler to the policyholder. **The insurance coverage ends at the expiration of the leasing contract, but at latest after 37 months.**

The insurance coverage also ends in the case of total loss or loss of the two-wheeler.

8 What is the applicable law, and which jurisdiction is responsible? Which language is used?

The law of the Federal Republic of Germany shall apply for your contract.

You can register disputes from the contract against the insurer to the court whose jurisdiction is in your place of residence, or the headquarters of the insurer. The court of your residence is responsible for disputes registered against you. If you move your residence or usual place of residence to a country outside of the European Union or a Treaty State of the EEC, the sole jurisdiction lies with the court in the location of the insurer's headquarters.

The language of the contract is German.

9 When is the statute of limitations for your claim?

Claims normally expire in three years. The period is calculated in accordance with the general provisions of the German Civil Code. The statute of limitations is limited for claims filed with assona. This applies for registration up to when you receive the decision in text form.

10 Where can you complain or ask for a non-judicial dispute resolution?

The insurer is a member of the Insurance ombudsman association. This is an independent body which is free to you, as a consumer, acting in the interests of dispute resolution. In the case of difficulties arising from the contract or from the mediation or initiation of this contract, you can also turn to an insurance ombudsman. The address is: Versicherungsombudsmann e.V., PO box 080632, 10006 Berlin.

It can be reached on-line at: www.versicherungsombudsmann.de.

If you, as a consumer, have concluded this contract electronically (such as on a website or by email), you can also lodge your complaints on-line on the platform for on-line dispute resolution. The link: ec.europa.eu/consumers/odr.

Regardless of whether you turn to a non-judicial dispute resolution office, you also have the ability to turn to a proper court.

The insurer is subject to the supervision of the Bundesanstalt für Finanzdienstleistungsaufsicht –

Bereich Versicherungen – Graurheindorfer Str. 108, 53117 Bonn, www.bafin.de.

You can also file a complaint there in the case of contractual difficulties or due to mediation or initiation of your contract.

General insurance conditions for the mobility protection package

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The accident and breakdown cover helps with the organisation of services and reimbursement of costs after an accident or breakdown:

- 24-Hour service
- Roadside assistance
- Towing
- Recovery

Sec. 1 Insurer

The insurance company is ROLAND Schutzbrief-Versicherung AG;

Mailing address: 50664 Cologne;

Street address: Deutz-Kalker Straße 46,

50679 Cologne;

Fax: 0221/8277-560;

Email: service@roland-schutzbrief.de;

hereinafter referred to as "ROLAND" or "the insurer".

Sec. 2 24-hour mobility protection service

1. We want you to receive help quickly in case of an emergency. Therefore, in order to claim the insured benefits under Sec. 3, it is essential that the assistance is organised by ROLAND.

You can contact us using the assona emergency number, **Tel. no.: 030 208 666 61;**

or **from abroad: +49 30 208 666 61.**

Our employees are available to you "around the clock". We will assist you right away.

We can also support you in managing technical problems with your bicycle by giving you information on the closest bicycle workshop.

If the insured person does not call the 24-hour service in case of a claim, ROLAND is only obligated to pay costs in the amount that they are insured for self-organized benefits, unless the injury was not caused by intentional action nor gross negligence. If the omission was caused by gross negligence, we can reduce the scope of insurance protection at a ratio based on the severity of your culpability. You must prove that the case was not one of gross negligence. In case of a grossly negligent violation, ROLAND remains obligated to pay the costs if you can verify that the danger did not cause either the insured event nor the scope of our benefits.

- Further or return travel
- Replacement vehicle
- Overnight lodging costs
- Bicycle return transport
- Bicycle scrapping
- Emergency cash

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Sec. 3 Insured event; insured persons; insured bicycles

1. An insured event exists if

(a) the requirements for filing the claim for assistance benefits by the insurer according to Sec. 5 are fulfilled, and

(b) the claim for assistance services is actually asserted by an insured person or a person commissioned by them during the emergency telephone call.

If claims to pay costs for assistance services are asserted without the insurer being informed before these services are commissioned, then the scope of insured benefits is limited to the special content regulated here.

2. The insured person is any authorised user of a bicycle, e-bike, or pedelec insured by assona GmbH under a "mobility protection package" who was included by assona GmbH in the group agreement. Passengers are only coinsured if the bicycle is designed and intended to carry additional persons (such as a tandem bicycle).

3. An insured object is any bicycle, e-bike, or pedelec for which insurance protection exists within the framework of the "mobility protection package". Likewise, bicycle trailers are also insured if these are not used commercially.

Sec. 4 Scope

Insurance protection exists for loss claims within the geographical boundaries of Europe, on the Canary Islands, Madeira, and the Azores. Assistance and insurance services are provided in the individual countries based on local availability and local conditions.

Sec. 5 Sum insured by the mobility protection package

After a loss claim, we will support and assist you actively, and provide the following benefits to make you mobile again as quickly as possible.

These benefits are insured if the insured bicycle is no longer rideable due to an accident or breakdown, or the insured person has become injured or severely ill due to an accident with the insured bicycle.

5.1 Benefits without minimum distance from your residence?

5.1.1 24-hour service

We will also support you in managing technical problems with your bicycle when you call our 24-hour hotline, by giving you information on the closest bicycle workshop.

5.1.2 Accident assistance

If a qualified mobile accident assistance provider is available near the site of the loss event, and this service can be offered within a reasonable amount of time after the damage is reported, then we will dispatch this mobile accident assistance to the place of performance and pay the related costs. We will not reimburse any costs for replacement parts.

If the insured person organises this assistance themselves, we will pay a total of up to € 50.

5.2 From a distance of 10 km from the site where the bicycle was acquired, we will provide the following services

5.2.1 Towing

If the bicycle cannot be made ready to ride again at the site of the damage or the place of performance, then we will ensure the bicycle and your luggage are towed to the closest suitable bicycle workshop, and will reimburse the costs incurred to do so to an unlimited extent. If your residence is closer than the closest suitable bicycle workshop, then the bicycle will be towed to your residence.

If a destination requested by the insured person is closer or the same distance away, in agreement with the insured person the bicycle may be transferred to this destination as well instead of being towed to the bicycle workshop or place where the bicycle was acquired.

We will reimburse costs up to a maximum of € 150 if we do not organise the towing. In addition, we will pay the costs for separate transportation of luggage and loads up to € 200, if these cannot be transported together with the bicycle.

5.2.2 Recovery

If the insured bicycle is abandoned off of the roadway or a public bicycle route after an accident, then we will ensure its recovery and/or transport out of the area, including luggage, and will pay the costs incurred up to € 2,000. If the recovery is ordered by official authorities, we will pay the costs incurred in full.

Benefits after a theft

We will also provide the benefits described in the following if your bicycle is stolen on a trip and you have reported this theft to the police.

5.2.3 Further or return travel

We will organise your further travel to your domestic place of residence or to your destination. Of course, this also applies to return travel from the destination to your residence, as well as pickup of the bicycle if it is still rideable from the location of the claim. We will

pay costs incurred in this case up to € 500 for the

- travel from the location of the claim to your residence or for travel from the location of the claim to the destination,
- return travel from the destination to your residence,
- travel to the location of the claim for one person, if the bicycle is ready to ride again and will be picked up there.

5.2.4 Replacement bicycle

We will ensure you receive a replacement bicycle and pay the rental costs until the bicycle is ready to ride again or the stolen bicycle is found, if it is in rideable condition. In this case, we will pay a maximum of € 50 per day for up to 7 (seven) days.

5.2.5 Overnight lodging costs

Upon request, we will reserve overnight lodging at the closest hotel and pay overnight lodging costs for a maximum of 5 (five) nights up to the day on which the bicycle has been restored. We will reimburse up to € 80 per overnight stay.

If you take advantage of our continued and return travel benefit (Sec. 5 clause 5.2.3), then we will only pay overnight lodging costs for one night.

5.2.6 Bicycle return transport

If the bicycle cannot be made ready to ride at the location of the claim or nearby within 3 (three) business days, and if the projected repair costs do not exceed the amount that would be paid on the date of the claim in Germany for an equivalent used bicycle, then we will ensure the bicycle is transported to a workshop in another location. We will pay the costs incurred for this service up to the amount of costs for return transport to your regular domestic residence. We will also provide these benefits if the bicycle is found again after being stolen.

If it is determined before the return transport that a battery belonging to the bicycle (e-bike, pedelec, or similar) is damaged or could be damaged so that it can only be transported as hazardous material, then we will pay only for the return transport of the bicycle, without battery.

5.2.7 Bicycle scrapping

If duty has to be paid on the insured bicycle in another European country or if the bicycle must be scrapped, we will handle this and pay the related costs, as well as the costs of transportation from the location of the claim to the storage facility.

Any remaining earnings from scrapping will be paid out to the you. We will have luggage transported to your residence if it cannot be transported together with the means of transport selected to travel home. We will pay the costs of transport up to the value of rail freight.

Duty will not be paid, or the bicycle will not be scrapped if this would be in violation of statutory regulations.

5.2.8 Emergency cash

If you experience a financial emergency while travelling abroad due to losing means of payment, then we will put you in contact with your main bank and broker a quick payout in cash at your travel destination.

If this is not possible within 24 hours after the business day following the loss claim, then we will provide you with an interestfree loan of up to € 1,500 per loss claim, and bear the costs for transfer and payout up to € 100.

Sec. 6 Terms

Abroad includes all countries within the scope of application, except for Germany. The territory where you or the coinsured person reside or perform your regular work duties are not considered to be abroad.

The place of performance is a location at or near the location of the claim which can be accessed by the towing vehicle under traffic law regulations, in a permitted manner.

A **breakdown** is a malfunction (breakage or brake damage) on the insured bicycle which makes it impossible to begin or continue travel.

The following are not considered a breakdown

- discharged or lost batteries or
- lack of tire pressure, if this can be corrected using an air pump, or
- a condition of the bicycle which is not permitted under road traffic regulations, if this makes continued travel impossible or results in a situation where continued travel is made impossible due to further external circumstances.

Breakdown assistance is restoring rideability at the location of the claim or the place of performance, if this can be achieved with the small parts usually carried by the roadside assistance vehicle. Wear parts and replacement parts that were specially requested for this assistance in case of a loss claim are not insured.

An **accident** is any event related to the failure of the bicycle that acts directly and externally on the insured bicycle through mechanical force, causing the bicycle to no longer be rideable.

You are the insured person.

Your **place of residence** is the location in Germany where you are a registered resident, and where you primarily reside.

We are ROLAND Schutzbrief-Versicherung AG, Deutz-Kalker Str. 46, 50679 Cologne.

Sec. 7 Knowledge and behaviour of the insured person

The knowledge or behaviour of the insured person can be taken into account when providing insurance protection under the "mobility protection package" if the knowledge or behaviour of the insured person is significant under the insurance conditions or statutory regulations (Sec. 47 VVG - Insurance Contract Act).

Sec. 8 Exclusions and benefit reductions

Unless otherwise agreed, the following applies:

- a) You cannot expect any benefits from us if the event
 - aa) was caused by war, internal unrest, terrorism, state orders, or nuclear energy. However, whenever possible we will assist you if you were surprised by one of these events within the first 14 days after its initial occurrence,
 - bb) was caused by you either intentionally or through gross negligence.
- b) Furthermore, we will provide no benefits
 - aa) if you were not authorised to ride or drive the vehicle at the time the damages occurred. If this obligation is violated, insurance coverage shall exist only for those insured persons who were not aware of this violation, without any culpability on their part or due only to slight negligence. If the insured person is unaware of a violation of this obligation due to gross negligence, then we

are entitled to reduce our benefits to an extent appropriate for the severity of the insured person's culpability. If the insured person proves that their lack of knowledge was not due to gross negligence, insurance protection shall still exist.

Insurance protection shall likewise continue to exist if the insured person or driver/rider can prove that their violation of the obligation was not the cause for the occurrence or discovery of the insured event, nor for the determination or scope of the benefits owed by the insurer,

bb) if you were taking part in a bicycle race, a practice run associated with such a race, or a skills test with the bicycle when the damage occurred, if these events or trips took place on routes that were blocked off for this purpose, even temporarily.

cc) if you used the bicycle for commercial renting at the time the damages occurred,

dd) if import or export restrictions or other statutory regulations prohibit us from providing our services,

ee) for transportation of a battery in the bicycle, if this was damaged by the insured loss event.

c) If you have saved any costs due to our benefits which you would have had to pay had the damage not occurred, then we can reduce our benefits by the amount of these costs.

d) If any obligation pursuant to paragraphs a) bb) and b) aa) to b) cc) is violated, then there shall be no insurance protection. If one of these obligations is violated in a grossly negligent manner, we are entitled to reduce our benefits to an extent appropriate for the severity of your culpability. If you can prove that you did not violate the obligation in a grossly negligent manner, then we will provide our benefits.

We will also provide our benefits if you can prove that the violation of the obligation was not the cause either for the occurrence or determination of the loss claim, nor for the determination or scope of the benefits we are obligated to provide. This shall not apply if you have violated the obligation in a malicious manner.

Sec. 9 Obligations after damage occurs

1. After a loss event occurs, you must

a) notify us of the damages promptly.

We are available to you "around the clock" via the assona emergency hotline, at: 030 208 666 61
or from abroad: +49 30 208 666 61,

b) coordinate with us on whether we will provide benefits, and if so, which ones,

c) keep damages as low as possible and follow our instructions,

d) facilitate any reasonable investigation conducted by us to ascertain the cause and amount of damages and scope of our payment obligations, as well as submit original receipts to verify the amount of damages,

e) support us in asserting our claims against third parties assigned to us due to our benefits, and provide us with the documents required for this purpose.

2. Unless otherwise agreed, the following applies:

If one of these obligations is violated intentionally, you will lose insurance protection.

If an obligation is violated in a grossly negligent manner, we are entitled to reduce our benefits to an extent appropriate for the severity of your culpability. If you can prove that you did not violate the obligation in a grossly negligent manner, then insurance protection will continue to exist.

Insurance protection will likewise continue to exist if you can prove that the violation of the obligation was not the cause either for the occurrence or determination of the loss claim, nor for the determination or scope of the benefits we are obligated to provide. This shall not apply if you have violated the obligation in a malicious manner.

In case of an intentional violation, you will retain insurance protection in such cases only if the violation could not negatively impact our interests to a serious extent, or if you were not guilty of significant culpability.

3. You must repay funds we have paid out for you or given you only as a loan to us promptly after they are reimbursed by third parties, and at the latest within one month after they are paid out.

Sec. 10 Start of insurance protections

Insurance protection shall begin for the insured person at the registration date with ROLAND stated in writing by assona GmbH. No acceptance declaration and/or insurance confirmation shall be issued to the insured person by ROLAND.

Sec. 11 Duration and end of insurance protection

1. Insurance protection shall end for the insured person at the de-registration date with ROLAND stated in writing by assona GmbH. ROLAND shall not provide any notification to the insured person.

2. If the group insurance contract between ROLAND and assona GmbH ends, insurance protection for the insured person shall also end at the end of the agreed contractual term.

Sec. 12 Notifications, declarations of intent, address changes

1. All notifications and declarations intended for us should be addressed to our main administrative office or to the office designated as responsible in the insurance certificate or its supplements. According to Sec. 1, the 24-hour service number is available to you to report loss events.

2. If you have not informed us of a change in your address, and if we need to send a declaration of intent to you, then it is sufficient that we send this via registered letter to your last known address. The declaration shall be considered received three days after the letter is sent. This applies accordingly if you change your name.

Sec. 13 Statute of limitations

1. Claims resulting from the mobility protection package shall expire after three years. This term shall be calculated based on the general regulations of the German Civil Code.

2. If you have reported a claim to us, then the expiration of the registration shall be suspended up to the time when you receive our decision in text form.

Sec. 14 Responsible court

1. The responsible court for claims against ROLAND shall be the court responsible for the headquarters of ROLAND Schutzbrief-Versicherung AG. If the insured person is a natural person, then the court in whose district you reside at the time the suit is filed or, la-

cking such residence, your normal domicile, shall also be responsible.

2. The court responsible for the residence of the insured person or, lacking such, the location where they normally reside, shall be responsible for suits by ROLAND against an insured natural person. If the insured person is a legal entity, then the responsible court shall also be determined based on its headquarters or branch office. The same shall apply if the insured person is a public company, limited partnership, private corporation, or registered partnership.

3. If the residence or domicile of the insured person at the time the suit is filed is not known, then the responsible court shall be determined based on ROLAND's headquarters.

Sec. 15 Applicable law

German law shall apply to this contract.

Sec. 16 Third-party obligations

1. If a third party is obligated to pay benefits in case of a loss claim, or claims can be made for the damages under other insurance contracts, then these benefit obligations shall take precedence.

2. If you also have claims for reimbursement with the same content against third parties due to the same loss event, then you cannot claim any total compensation that exceeds your total damages.

3. If you can claim damages under other insurance contracts, then you are free to decide which insurer you report the loss event to. If you report the damages to us, we will provide advance payments within the framework of this accident and breakdown cover.

General information

Insurer

The insurance benefits described in the insurance conditions for the mobility protection package shall be insured by ROLAND Schutzbrief-Versicherung AG
Mailing address: 50664 Cologne
Street address: Deutz-Kalker Straße 46 • 50679 Cologne
www.roland-schutzbrief.de • service@roland-schutzbrief.de

Reporting and notification obligations towards the insurance

The insured person must observe certain provisions of the insurance conditions in order to be granted insurance protection. These are: Sec. 2 (immediate report to the emergency telephone number), Sec. 9 (obligations after damage occurs)

Right of disposal over own claims

The insured person has an independent right to assert their own claims against the insurer.

Knowledge and behaviour of the insured person

Please note that the knowledge or behaviour of the insured person can be taken into consideration if the knowledge or behaviour of the insured person is significant under the insurance conditions or statutory regulations (Sec. 47 VVG).