

Product information

This product information sheet is designed to give you an initial overview of the insurance contract. This information is, however, not conclusive. The entire contents of the contract derive from the product sheet, the insurance contract and the enclosed insurance terms and conditions. Therefore, we recommend that you carefully read the entire contractual provisions.

1. Which insurance cover do we offer?

The type of insurance offered is an accident and breakdown cover.

2. What is insured?

We ensure that, in the event of an emergency, policy holders receive rapid assistance within Europe for:

- Cash assistance following damage to the motor vehicle; or
- Cash assistance for official measures; or
- Cash assistance due to erroneous use of vehicle-related services outside the LUNADIS acceptance points network;
- Cash assistance due to the driver experiencing an emergency situation;

in the form of an emergency loan, and we assume the costs incurred for transferring the loan.

Events of damage shall be insured if the first event triggering the problem, occurs after the term of the insurance cover has begun, and the policy holder has a valid DKV card. In the event of damage, the DKV card's validity must be confirmed by DKV EURO SERVICE GmbH + Co. KG.

3. How much is the insurance premium and when do you pay it?

LUNADIS GmbH & Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, shall pay the premium for the insurance cover "Emergency Cash Assistance".

The premium is due on commencement of the insurance period.

4. What is not insured?

We cannot insure all possible events, otherwise we would have to charge a significantly higher premium. Therefore, some events are excluded from insurance cover. These are, in particular, events that have been caused through wilful intent or gross negligence.

For a complete list of the excluded events of damage, please read § 1 No. 2, § 7 and § 8 of the contract terms and conditions for the Emergency Cash Assistance provided by LUNADIS.

5. What must you observe on contract conclusion?

Insurance cover for customers comes into force automatically upon receipt of the DKV card.

6. What must policy holders observe during the period of the contract?

A precondition for this insurance cover is that the validity of the DKV card and other requirements agreed between the policy holder and LUNADIS for use of the insurance cover, within the context of the DKV card contract, remain in force without restriction.

7. What must policy holders observe in the event of damage?

It is important that the policy holder calls DKV's emergency hotline immediately. DKV's emergency hotline verifies the validity of the DKV card and the other service conditions, and forwards the claim report to the insurance provider with the customer's agreement. The insurance provider decides how the insured services will be rendered and which services apply. For full details, please read §§ 1 and 4 of the insurance terms and conditions for LUNADIS Emergency Cash Assistance.

8. What might be the resulting consequences if policy holders fail to comply with the obligations mentioned?

We advise you to pay close attention to the obligations specified in paragraphs 5 to 7 of this information sheet as they are very important. If you fail to comply with them, you may lose some or even all of your insurance cover and compromise your contract. Which rights we may assert depends on which obligation you have breached. For further information, please refer to §§ 7 and 8 of the insurance terms and conditions for LUNADIS Emergency Cash Assistance.

9. How long is the insurance cover valid for and how can it be cancelled?

Insurance cover for customers holding a DKV card ends upon expiry of the DKV card.

Insurance terms and conditions for LUNADIS Emergency Cash Assistance (as of 01/2018)

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ROLAND provides the support mentioned in the form of services and assumption of costs, in accordance with the conditions set out below.

§1 Emergency hotline

1. A requirement for policy holders' entitlement to benefits, pursuant to § 4, is the organisation of assistance through the DKV emergency hotline, in cooperation with the insurance provider's emergency service.

The DKV emergency hotline is available to LUNADIS customers throughout Europe 24 hours a day, 365 days a year on: 00800 365 24 365 (or, as required, on the country-specific telephone number). The DKV emergency hotline forwards the claim reported by the policy holder to the insurance provider, after verifying the DKV card and other conditions agreed to by the LUNADIS customer for use of insurance cover.

2. If the policy holder fails to call the DKV emergency hotline, the insurance provider shall be exempt from the obligation to assume the costs, except for when the breach is neither based on wilful intent nor gross negligence. In the event of a grossly negligent breach, ROLAND shall be obligated to assume the costs, insofar that the breach had no effect on the sum of the costs to be applied.

§2 Insured event; Policy holders

1. An insured event shall exist if

a) the conditions for filing the claim for assistance from the insurance provider are pursuant to § 4, and

b) the claim for assistance by a policy holder is actually asserted via the DKV emergency hotline and the insurance provider's emergency service.

2. Insurance cover shall exist for those LUNADIS customers holding at least a valid DKV card.

§3 Insured object; Scope of application

1. All vehicles (cars, buses or lorries respectively with trailers or semi-trailers carried on board), are insured whose authorised owner holds a DKV card and which are being driven by the holder of a DKV card.

2. The scope of application for this insurance shall include the following countries: Albania, Andorra, Austria, Belgium, Bulgaria, Croatia, the Czech Republic, Denmark, Germany, Estonia, Finland, France, Great Britain, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, the former Yugoslav Republic of Macedonia, the Netherlands, Norway, Poland, Portugal, Romania, the Republic of Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey.

§4 Cash assistance in the event of an emergency

1. If the holder or authorised user of a DKV card experiences a financial emergency and, as a result, the onward journey is no longer possible using the affected vehicle, or the driver's departure from the location where the damage occurred is prohibited, or it is not possible for other reasons because:

a. following damage to the affected vehicle, the costs for rectifying the damage cannot be billed using the DKV card;

or

b. due to allegations of transgressions of relevant road traffic regulations, or other regulations related to the operation of this vehicle, on-the-spot fines must be paid or bail bonds provided as security;

or

c. due to erroneous use of vehicle-related services outside the LUNADIS acceptance points network;

or

d. in the event of the driver experiencing an emergency and not having the necessary cash to rectify the effects of the emergency; and

cash is required to settle claims and for clearance of the vehicle, or to remedy the driver's emergency;

we shall provide the policy holder with immediate assistance in the form of an interest-free loan of up to €10,000.00 per claim event and organise the fastest possible transfer of the cash assistance to the vehicle location (damage location). We will assume the costs for providing the loan and the costs incurred for the bearer.

2. The cash assistance pursuant to § 4 No. 1 shall only be provided if the DKV EURO SERVICE has confirmed the validity of the DKV card held by the driver of the insured vehicle, and has approved the insurance provider's entitlement to provide cover to the LUNADIS customer. If the DKV EURO SERVICE does not issue approval, the insurance provider shall be released from the obligation to provide cash assistance pursuant to § 4 No. 1.

3. The cash assistance sum is a loan from the insurance provider and after payment has been made, shall be immediately due for repayment back to the insurance provider.

The insurance provider shall reclaim a loan amount drawn in a foreign currency, converted into euros. Of relevance here is the current rate on the day the damage was reported, calculated by LUNADIS, corresponding to the daily exchange rate table of HSBC Bank. Otherwise, the regulations of § 8 (lit. c) in these conditions shall apply.

§5 Adjustment of terms and conditions

1. ROLAND shall be entitled to:

a) adjust existing conditions or ones that will be directly affected by new legal provisions coming into force;

b) adjust conditions in the insurance contract affected by amendments to high court legislation;

- c) adjust individual conditions deemed to be ineffective in a legal assessment carried out by a court;
 - d) object to individual conditions, as being incompatible with applicable law, through the insurance supervisory authority or antitrust authority, by means of a legally binding administrative act; or
 - e) adjust individual conditions affected by a breach against the guidelines or bulletins of the insurance supervisory authority or antitrust authority
- Where "adjust" means to change, supplement or replace the affected conditions

2. An adjustment shall only be considered for conditions in relation to: the purpose and scope of the insurance, exclusions, obligations of the policy holder after contract conclusion, adjustments to premiums, and the contract duration and cancellation.

3. The adjustment shall only be admissible if, through the grounds given for the change, the ratio between services and reciprocal services on conclusion of the contract has not been impaired significantly. In cases of invalidity and objections to individual conditions, the adjustment shall further only be admissible if the legal provisions do not contain regulations for replacing the conditions that are invalid or objected to.

4. When the overall adjustment is considered, the ratio between the services and reciprocal services on contract conclusion as a result of the adjustment, must not be changed to the detriment of the policy holder (prohibition of deterioration). The adjustment must take place in accordance with the guidelines of a supplementary interpretation of the contract, while preserving the interests of both parties.

5. The power to adjust shall exist under the above-mentioned conditions for substantially identical terms and conditions offered by the insurance provider, if judicial or regulatory decisions are made against conditions of other insurance providers.

6. The admissibility and appropriateness of the adjustment must be reviewed and confirmed by an independent trustee. The provisions of the Insurance Supervision Act for the appointment of a trustee shall apply accordingly.

7. The policy holder will be notified in writing of the adjusted conditions and have them explained. They shall be deemed to have been approved if the policy holder has not expressed their objection in writing within six weeks of notification. They will be expressly informed of this on notification of the adjustment. If the objection is sent promptly, this shall be deemed sufficient to meet the deadline.

8. If the objection is made in good time, the change shall not come into force. ROLAND may, within four weeks of receipt of the objection, terminate the insurance contract giving eight weeks' notice to the end of each month, if they deem it unreasonable for them to adhere to the contract without the adjustment.

§6 Duration and end of the insurance cover

- 1. The insurance cover exists for the duration of a DKV card contract, as described in § 3, but not earlier than the 15/10/2013.
- 2. The insurance cover shall end with the expiry of a DKV card contract, as described in § 3.

§7 Exclusions and reduced benefits

Unless agreed otherwise, the following shall apply:

- a) The policy holder cannot expect benefits from ROLAND if they have deliberately caused the event.
- b) If the policy holder has saved costs due to ROLAND's services, which they would otherwise have had to lay out, had the damage not occurred, ROLAND may reduce the benefit amount by an amount equal to these costs.
- c) If the obligation is breached intentionally, pursuant to paragraphs a), no insurance cover shall exist.

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§8 Obligations following an event of damage

- a) Following an event of damage, the policy holder must
 - aa) report the damage immediately via the DKV emergency hotline (00800 365 24 365)
 - bb) agree with the DKV emergency hotline and the insurance provider's emergency services on the type of assistance required and whether the insurance provider shall render the services and, if so, which services.
 - cc) keep the damage to an absolute minimum and adhere to instructions;
 - dd) allow the insurance provider to make any reasonable enquiry into the cause and the amount of damage, and the extent of the liability for compensation, as well as provide original documentation for evidence of the claim amount;
 - ee) support the insurance provider in asserting the claims passed over against third parties as part of their services, and provide them with the necessary documentation.
- b) Unless agreed otherwise, the following shall apply:
If one of these obligations is intentionally breached, the policy holder shall lose insurance cover.

In the event of a breach due to wilful intent, the policy holder shall only retain insurance cover in these cases, provided that the breach was not likely to seriously harm the insurance provider's interests, or in the absence of substantial fault by the policy holder.

- c) The policy holder must immediately pay back sums of money the insurance provider made available to him as an advance payment, or which the insurance provider made available to him in the form of a loan only.

The insurance provider may transfer the repayment claim by sale to LUNADIS. LUNADIS will subsequently assert the claim with their customers. Expenses levied by the insurance provider for this processing of the repayment through LUNADIS customers, do not form part of the insured benefits and, therefore, are to be borne by LUNADIS customers. The LUNADIS customer shall be informed of the sum of these expenses when they report the damage.

- d) If the policy holder has saved costs due to the insurance provider's services, which they would otherwise have had to lay out, had the damage not occurred, the insurance provider may reduce the benefit amount by an amount equal to these costs.
- e) If, due to the same damage event, the policy holder also has compensation claims of the same content against third parties, the policy holder may not claim any compensation where it exceeds their total damage.

§9 Third party obligations

Insofar as a third party is liable for a claim in the event of damage, or compensation can be claimed from other insurance contracts, these service obligations shall take precedence.

Insofar as the policy holder claims compensation from other insurance contracts, he shall be at liberty to decide which insurance provider they report the event of damage to. If he reports the event of damage to the insurance provider via the DKV emergency hotline, the insurance provider will advance the funds within the framework of this accident and breakdown cover.

§10 Statute of limitations

- 1. Claims arising from the insurance contract shall expire at the end of three years. The time limit is governed by the general provisions of the German Civil Code (BGB).
- 2. If a claim by the policy holder has been registered with the insurance provider, the statute of limitations shall be suspended from the time of the registration until the decision is put in writing to the policy holder.

§11 Court of competent jurisdiction

a) Claims against the insurance provider

The legal jurisdiction for claims under the insurance contract against ROLAND shall be determined according to ROLAND's registered office, or another branch office responsible for the insurance contract. If the policy holder is a natural person, the competent court shall also be the local court in the district in which this person was resident at the time the claim was lodged or, in the absence of such, at the place of their habitual residence.

b) Claims against the policy holder

If the policy holder is a natural person, claims under the insurance contract against them must be brought before the competent court with jurisdiction over the domicile of the policy holder or, in the absence of such, the place of their habitual residence. If the policy holder is a legal entity, the competent court shall also be determined according to their registered office or branch. The same shall apply if the policy holder is a general partnership, a limited partnership, a partnership under the German Civil Code or a registered partnership.

c) Unknown domicile of the policy holder

If the policy holder's place of residence or habitual residence is not known at the time the claim was raised, the legal jurisdiction for claims under the insurance contract against the policy holder shall be determined according to ROLAND's registered office, or the branch responsible for the insurance contract.

§12 Applicable law

German law shall apply to this contract.

§13 Notifications, Declarations of intent, Change of address

1. All notifications and declarations intended for ROLAND, with the exception of claims for assistance via the DKV emergency hotline (§ 1), are to be submitted in writing and addressed to ROLAND headquarters.

2. If the policy holder has notified the insurance provider of a change of address, sending a registered letter to the last address known to ROLAND shall be sufficient for the declaration of intent to be made by the policy holder. The declaration shall be deemed to have been received three days after the letter has been sent. This shall also apply accordingly in the event of a name change of the policy holder.

General information

Insurance provider

The insurance services included in the insurance terms and conditions for LUNADIS Emergency Cash Assistance are insured by: ROLAND Schutzbrief-Versicherung AG (Accident and Breakdown Cover)

Postal address: 50664 Köln

Office address: Deutz-Kalker Straße 46 • 50679 Köln

Telephone +49 (0)221 8277 - 9688 • Fax +49 (0)221 8277-560

www.roland-schutzbrief.de • service@roland-schutzbrief.de

Notifications and reporting obligations in relation to the insurance

The policy holder must observe special provisions of the insurance conditions in order to safeguard the insurance.

These are: § 1 (immediate notification via the emergency hotline), § 8 (obligations following an event of damage)

Right of disposal for own claims

The policy holder shall be entitled to an independent right to assert their own claims with the insurance provider.

Knowledge and conduct of the policy holder

Please note that any information known to the policy holder, or the policy holder's conduct may be taken into consideration if the information or their conduct is deemed to be of significance, in accordance with the insurance terms and conditions or statutory provisions (§ 47 German Insurance Contract Act (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.

The German version is the authoritative version, and this English translation is intended for reference purposes only. Should any discrepancies or doubts arise between the two versions, the German version will prevail.