

## Important Information regarding your Automobile Insurance

Dear Mercedes-Benz Customer,

Please take the time to read the attached Insurance Information Bulletin regarding the policy offered under our European Delivery Program and keep this information with you while travelling in Europe.

AXA Versicherung AG, Germany (hereinafter AXA) is the name of your insurance company, providing your personal automobile coverage while you are driving your vehicle within the policy Territory. The general insurance information gives you a brief summary of your coverage and instructions in case of an accident. Coverage afforded under this policy is similar to a US Personal Auto Policy, however the AXA coverage is slightly broader, customized for your traveling requirements and emergencies.

In case of an accident, please follow the instructions in the general insurance information, noting the following:

- ☐ Take photographs
- ☐ When you take delivery of your car at Sindelfingen, you will receive claim forms along with your AXA Insurance Package as follows:  
  
AXA Synopsis of Accident vehicle claims form. You must complete this claim form for all accidents and/or incidents, including motorists' aid coverage, involving your vehicle.
- ☐ Call AXA in Germany as soon as practicable and report the claim to a claims representative listed in the attachment to the general insurance information.
- ☐ Upon your return to the United States, please contact the Mercedes-Benz European Delivery Department at 1800-243-3876 ex 3.

**THIS INFORMATION BULLETIN IS ONLY A BRIEF DESCRIPTION OF THE INSURANCE CONDITIONS OFFERED IN THE MERCEDES-BENZ EUROPEAN DELIVERY PROGRAM AND DOES NOT CONSTITUTE AN INSURANCE CONTRACT.**

**I. General Information**

1. Please note that this information bulletin is only a brief summary of the insurance coverage which has been set forth by AXA under the prevailing statutory provisions of the German Law. The underlying terms and condition are the “Allgemeine Bedingungen für die Kraftfahrzeug-Versicherung (AKB) Kraftfahrt Firmenkunden 01.08” (General terms and Conditions for Motor Vehicle Insurance for Corporate Clients). A translation of the original German conditions is available in English. The German original shall be binding. The courts of the Federal Republic of Germany shall have sole jurisdiction in the event of a dispute.
2. Driving regulations in Europe demand proper liability insurance. “The International Motor Insurance Card” (green card) issued by the insurance company must be in the possession of the driver at all times.
3. European insurance conditions differ from those issued in the United States or Canada. To simplify the purchase of automobile insurance, AXA offers Mercedes-Benz customers the following insurance package:

**European Road Insurance**

**Legal liability** (including legal defense and claim support)

**Comprehensive** coverage (fire and theft, etc.)

**Collision and vandalism** coverage

**Travel accident medical payment** coverage

**Motorist aid** coverage

4. The AXA package is only valid for the period indicated on the insurance confirmation.

**IMPORTANT:**

The AXA package is not valid in the U.S. or Canada, it covers driving in Europe only. Therefore, do not fail to arrange for proper insurance coverage for the vehicle upon arrival in the U.S. or Canada. Please contact your insurance broker or agent.

5. As the German authorities will limit the vehicle registration to the period of insurance coverage ordered and as revalidation is difficult, European road insurance coverage must be purchased for the full time period of intended travel. The AXA package is only issued on a 15-day or full-month basis commencing with any calendar date.
6. Regulations as to the usage of an automobile (driver licensing, insurance evidence, reporting of accident, etc.) differ among European countries. Information can be obtained by contacting appropriate government representatives and/or automobile clubs. Usage of seat belts is recommended to maximize indemnification in the event of bodily injury; also usage is mandatory in many countries, including Germany.



## II. SUMMARY OF INSURANCE COVERAGES

### 1. Territory

Europe and Turkey (European, as well as Asiatic part).

### 2. Legal Liability and Claims Support Coverage:

The package pays on behalf of the insured up to a limit of EUR 2,500,000.00 (two and a half million euro) per accident, all sums for which the insured, and/or authorized driver holding a valid drivers license, shall become legally obligated to pay as damages because of: bodily injury, sickness or disease including death resulting there from, sustained by any person other than the driver and damage to or destruction of property carried in the insured automobile, caused by accident arising out of the ownership, maintenance or use of the insured automobile.

The package pays on behalf of the insured all reasonable attorney fees, court costs and related charges to defend any suit alleging such bodily injury or property damage. The package pays on behalf of the insured up to EUR 25,000.00 for legal services provided by attorneys in the pursuit of legal actions against another party arising out of an accident involving the insured automobile.

### 3. Comprehensive (fire, theft, windstorm, hail, flood, lightning and breakage of glass) Coverage:

The package pays as described above for loss to the insured automobile *caused other than* by collision, upset, vandalism or malicious mischief.

### 4. Collision and Vandalism Insurance Coverage:

The package pays for loss to the insured automobile caused by collision, upset, vandalism or malicious mischief. As per the prevailing AKB's (see Section A.2.16.3) Insurance cover shall not be granted for damaged or destroyed tyres. However, insurance cover shall be granted if the tyres are damaged or destroyed as a result of an event which simultaneously caused other losses to the insured vehicle which are included under the coverage provided by the Comprehensive insurance policy.

### 5. Travel Accident Medical Payment Coverage:

The package pays up to a limit of EUR 3,000.00 for all reasonable expenses incurred within one year from the date of the accident arising out of the use of the insured automobile for necessary medical services for each person who sustained bodily injury while in, entering or alighting from such automobile provided it was used by the named insured or with his/her permission and provided only the maximum number of passengers as specified by the manufacturer occupied the insured vehicle at time of the accident (each child irrespective of age is counted as one passenger).

This Medical Payment Coverage shall be payable in connection with an accepted claim which involves a substantiated bodily injury.

### 6. Motorist Aid Coverage:

Provides as follows for indemnification of specified incidental losses arising out of the usage of the insured vehicle:

#### **a) Vehicle Breakdown or Accident**

- i)** If the insured vehicle has suffered breakdown due to accident or mechanical failure, AXA will reimburse for *emergency repairs* (parts and labor) up to EUR 100.00 to make the vehicle drivable at *breakdown site*;

coverage does *not apply if repairs are made at repair shop or service station premises.*

- ii)** If the insured vehicle cannot be made road-worthy at the breakdown site, AXA will reimburse for towing to nearest qualified repair shop up to EUR 175.00 less any amount reimbursed as indicated under i) above.
- iii)** If the insured vehicle has to be recovered from an off-road area, AXA will reimburse for such additional recovery expenses provided the charge are standard for the kind of service.
- iv)** If, as a result of vehicle breakdown or accident, repairs necessary to make vehicle road-worthy are not completed on the same day, overnight lodgings at or near the breakdown site are covered up to EUR 75.00 per night per person (driver and passengers) until completion of repair, not to exceed three nights.
- v)** In lieu of iv), AXA will indemnify for cost of first class rail transportation incurred by driver and passengers between place of occurrence or repair shop and prior or next planned place of lodging of final point of destination in Europe and return transportation cost to the repair shop for one (1) person.
- vi)** In lieu of iv) and v) above, AXA will indemnify for the use of a rental car up to seven (7) days not to exceed EUR 75.00 per day.
- vii)** If after breakdown or accident, parts necessary to make the vehicle drivable are not available, AXA will compensate for additional freight charges to deliver spare parts to the breakdown site or nearest qualified repair shop. Also normal return shipment transportation cost for certain exchange parts, such as motor, gear box, or axle, is covered. *Shipping arrangements require prior approval by AXA.*
- viii)** If the breakdown or accident occurs outside of Germany and the vehicle is in a repairable condition, i.e. not a “constructive total loss”, but proper repairs can only be performed in Germany then AXA will indemnify for the cost of shipment of such vehicle to a qualified repair shop located within Germany. *Shipping arrangements require prior approval by AXA.*

#### **b) Vehicle Theft or Total Loss**

- i)** In the event of theft or “constructive total loss“ of vehicle, AXA will indemnify for overnight lodging of authorized driver and passengers up to EUR 75.00 per night per person not to exceed three (3) nights.



- ii) In lieu of above indemnification, AXA will reimburse for the cost of first class rail transportation of the authorized driver and passengers from the place where theft or “constructive total loss” occurred to the prior place of lodging or final destination point in Europe.
- iii) In lieu of i) or ii), AXA will indemnify for the use of a rental car up to seven (7) days, not to exceed EUR 75.00 per day.
- iv) If the specified vehicle has been stolen or has been certified as a “constructive total loss” outside of Germany and as such cannot be exported and thereby becomes subject to customs duty, AXA will reimburse the amount of customs duty paid.

**c) Illness of Driver, spouse and/or Escort Service for Minor Children**

In the event that the insured driver of the specified vehicle, due to accident or illness, becomes incapacitated in excess of three (3) days and it is medically certified that such insured driver is not capable of safely operating a motor vehicle, and if passengers in the identified vehicle are either not licensed operators or not in an physical condition to safely operate a motor vehicle, AXA will contribute up to EUR 0.25 per kilometer to obtain the services of a driver to operate the vehicle to the European port of departure or at their option furnish a driver. In the event of injury or sudden illness of the authorized driver and/or passenger(s) which requires hospitalization and if it is determined after hospital admission that such hospital lacks adequate treatment facilities, AXA will indemnify for transportation between such hospital and the nearest hospital with appropriate treatment facility provided that transportation is entirely within the territory covered by this insurance (see II/1) and indemnify additional costs to transport the ill person after hospital stay to the nearest international sea- or airport provided that a physician attests in writing that:

- illness or accident in the insured vehicle impairs the individual to such an extent that he/she cannot safely operate a vehicle to transport himself/herself to the nearest international sea- or airport.
- the prescribed mode of transport is essential for speedy recovery of the ill or injured individual or that lack of such transport may result in deterioration of the patient’s physical condition. Medical details as to reasoning must be provided by the physician.

AXA will indemnify for escort service costs to accompany children under age 15 to a European port of departure in the event that due to illness, injury, or death of driver and passengers, no other persons are available to provide necessary custodial care for such children. Indemnification will be on behalf of the children and accompanying escort person for actual expenses incurred within the territorial limit of the policy and shall cover the cost of railway transportation first class, lodging and costs of meals.

*Expenditures for any of the above coverages require prior approval by AXA*



### III. LIMITATIONS AND EXCLUSIONS

- a) No coverage is provided for losses arising out of war – declared or undeclared – riot, civil commotion or unrest, earthquake or by imposition of governmental authority.
- b) Excluded are claims for losses which have arisen out of participation in motor vehicle racing activities.
- c) Usage of the vehicle to transport fare paying passengers is not covered
- d) AXA shall only reimburse the cost of repairing the insured vehicle. In case of a total loss, the reimbursement is limited to the market value of the vehicle as of date of loss. Equipment and accessories purchased subsequent to factory delivery are not covered under this package. Loss of use, mechanical or electrical breakdown, polishing of vehicle, or any incidental losses or expenses such as storage charges, car rentals, lodging, etc., are *not* covered except to the extent that insurance is specifically provided under Motorist Aid Coverage. Please refer to Section II,6.
- e) Baggage, personal belongings or other items left in the vehicle during usage, parking, storage or transportation are not covered under this package.
- f) Damage to tires is not covered unless such damage is a direct result of an occurrence otherwise covered by the policy.
- g) Coverage is not provided under the theft provisions of the comprehensive coverage, unless the vehicle at time of theft has been attended to or completely locked and all keys as well as vehicle papers have been removed.
- h) The insurer is only obligated to indemnify if proof of loss has been given in accordance with the prevailing insurance conditions and statutes.
- i) The insured or the authorized driver shall neither admit liability nor take any action which would prejudice the right of the insurer.

### IV. INSTRUCTIONS IN THE EVENT OF ACCIDENT, LOSS, OR DAMAGE

In the event of an accident, take names and addresses of all persons involved, in addition those of witnesses and police officers. In the event of damage by fire, theft or vandalism, police must be immediately notified and copy of police report must be obtained.

If you are involved in an accident that involves injury or property damage to others, do not leave the accident scene until police arrive and complete their investigation. Take photographs and assist the police in establishing accident scene facts.



Report the accident by completing the **Synopsis of Accident** vehicle claims form and submitting this form with other pertinent documents immediately to:

By post:

**AXA Versicherung AG**  
Foreign Claims Department,  
Colonia-Allee 10-20,  
51067 Cologne,  
Deutschland

Or contact one of the dedicated Mercedes-Benz Claims Adjusters directly:

**Claudia Berndt**

Tel.: +49 (0)221 148-25294  
Fax: +49 (0)221 148-44 25294  
E-mail: [Claudia.Berndt@axa.de](mailto:Claudia.Berndt@axa.de)

**Beate Dietrich**

Tel.: +49 (0)221 148-25049  
Fax: +49 (0)221 148-44-25049  
E-mail: [Beate.Dietrich@axa.de](mailto:Beate.Dietrich@axa.de)

**Thomas Milinski**

Tel.: +49 (0)221 / 148 – 25228  
Fax: +49 (0)221 / 148 - 44-25228  
E-mail: [Thomas.Milinski@axa.de](mailto:Thomas.Milinski@axa.de)

**Jörg Röhrig**

Tel.: +49 (0)221 / 148 – 25370  
Fax: +49 (0)221 / 148 - 44-25370  
E-mail: [Joerg.Roehrig@axa.de](mailto:Joerg.Roehrig@axa.de)

In extreme emergencies, you may reach AXA Versicherung AG **after regular business hours at 01803-556622 for telephone calls** placed within Germany. For telephone calls placed from **outside Germany, dial +49-1803-556622**.

**Important:** Do not contact any office listed on the “Internationale Versicherungskarte für Kraftverkehr” –“International Insurance Card” = Green card).