

Information concerning Electronic Equipment Insurance as Referred to in Section 7 of the General Terms and Conditions of Contract for the Financing of Hardware and/or Software Products through Leasing and Hire-Purchase Contracts (TC- Leasing/Hire-Purchase)

Insured Party:	Miller Leasing Miete GmbH / Miller Anlagen GmbH (hereinafter “Miller”) Louisenstr. 145 61348 Bad Homburg, Germany
Insurer:	Allianz Esa GmbH Postfach [Post Office Box] 1153 74173 Bad Friedrichsthal, Germany
Basis of the Insurance Contract:	General Terms and Condition of Insurance for Electronic Equipment (<i>Allgemeine Bedingungen für die Elektronikversicherung</i>) Allianz (ABE 2011)

Miller shall take out electronic equipment insurance for the Object, as the insured party, from the commencement of the lease or hire-purchase period as specified in Section 4.5 of the General Terms and Conditions of Contract for the Financing of Hardware and/or Software Products through Leasing and Hire-Purchase Contracts (TC-Leasing/Hire-Purchase) until the end of the contractual term of the Financing Contract.

1. Conditions of Insurance, Scope of Insurance Cover

In the case of hardware, the electronic equipment insurance shall be subject to the General Terms of Insurance for Electronic Equipment (ABE 2011 Terms). Also insured are the costs of replacement of data carriers (with the exception of removable storage devices) and documentation.

Said insurance shall also cover any software packages pertaining to the insured Object that have been provided by Miller. In the event of any damage, the cost of installation and recovery of any software or operating systems which have been provided by Miller shall likewise be covered by the insurance policy. In no case shall the cost of adapting such software nor any data generated through the use of the software be covered by the policy. Likewise, any services that may form part of the scope of the Object shall not be covered by the insurance policy.

The insurance shall not cover delivery and removal of the Object. The Financing Recipient shall arrange for such insurance cover itself. The insurance cover shall serve the safeguarding of claims under the Individual Contract.

2. Retention

The retention per damaging event to be borne by the Financing Recipient shall in general amount to EUR 500.00.

In addition, in the case of equipment/devices designed for mobile use (equipment/devices which according to their intended purpose are designed for mobile use shall be items intended for mobile use due to their technical design and which fulfill their operational purpose “on the move”. All other items shall be designed for stationary use), a special retention shall apply per damaging event, at a rate of 10% but no less than 500 €.

In the event of loss by way of theft, housebreaking, robbery or looting, retention amounting to 25% of the amount of compensation for all Objects but no less than EUR 1,000.00 shall apply. In the event that several events for which retention has been agreed occur at the same time, the higher retention shall apply in each case.

3. Scope of Insurance Cover

Equipment intended for stationary use shall be covered by said insurance at all locations within the Federal Republic of Germany declared by the Financing Recipient (= Financing Recipient's operating premises/location as referred to in the Individual Contract). Said scope of the insurance cover does not release the Financing Recipient from its obligations under Section 3.4. of the TC-Leasing/Hire-Purchase.

Equipment/devices designed for mobile use (as defined in Section 2 above) shall also be covered by the insurance outside the location stated in the Individual Contract, specifically inside the European Union. This also applies if the equipment/devices designed for mobile use are carried in, or built into, suitable motor vehicles, watercraft or aircraft. In case of theft from motor vehicles, insurance cover shall only exist if the roof and windows of the vehicle were closed and the doors were locked. Where the Financing Recipient breaches this obligation intentionally or by gross negligence, the Insurer may be entitled to terminate the contract in accordance with Section 19 of the ABE 2011 Terms.

4. Damaging Event

When a damaging event occurs, the Financing Recipient must comply with the obligations set forth in Section 19 of the ABE 2011 Terms. The Financing Recipient shall contact Miller forthwith in order to coordinate the claims settlement process. Only Miller may make claims towards the Insurer.

If following a damaging event no repair of the Object is carried out, the Object shall only be replaced within the scope of the ABE 2011 Terms by an object of equal value and equal kind. Where the procurement of an item of equal kind and quality is no longer possible, further action shall be coordinated with Miller. Any costs not covered by the insurance policy and any other additional costs shall be borne by the Financing Recipient.

5. Financing Recipient's Obligations

The Insured Party's obligations as set forth in the ABE 2011 Terms shall pass to the Financing Recipient. This covers in particular the obligations specified in Section 19 of the ABE 2011 Terms. In all other respects, Miller refers to the ABE 2011 Terms, which may be found at <https://www.miller-leasing.de/en/legal>.