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DEUTSCHE
FILMVERSICHERUNGS
GEMEINSCHAFT



Terms and Conditions for the Supplementary Conditions for the Third Party Liability Insurance of Media Companies (ZHM 2013)

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§ 1 and § 2 of these supplementary conditions contain agreements, with which the insurance cover is or can be adapted to the requirements of a media company. The provisions of § 1 apply for all liability policies. The provisions of § 2 shall apply respectively only with special agreement and insofar as the individual provision is listed as insured in the insurance policy.

Insurance cover exists, insofar as these supplementary conditions contain no contrary regulations, respectively on the basis of the General Insurance Conditions for the liability insurance (AHB 2013) and in addition the provisions in the insurance policy, in particular with regard to the sums insured, excess agreed therein and the respective description of the risk.

§ 1 For all Third Party Liability Contracts

1 Additional insured risks

Insurance cover also exists:

- 1.1 As owner, tenant or lessee of properties, buildings or apartments, insofar as these are used for business purposes by the insurance policy holder or on his behalf.
- 1.2 As former owner of properties and buildings used for business purposes under § 836, Par. 2 BGB, if the insurance existed until the change of owner.
- 1.3 As holder of keeper of pets or farm animals, which are used for business purposes. No insurance cover exists for holding or keeping combat dogs.

1.4 From the possession, registered use, driving or the use of motor vehicles not liable to insurance and/or licensing. These are

- a) Motor vehicles up to 6 km/h maximum speed due to the construction type;
- b) Self-driving industrial machines up to 20 km/h maximum speed due to the construction type;
- c) Motor vehicles and trailers travelling on non-public paths and locations, however only insofar as the damages are not covered by a separate motor vehicle liability insurance.

An activity on a vehicle is not simply deemed yet as excluded use of a motor vehicle.

1.5 From the commissioning of subcontractors, however without their personal liability.

1.6 From the participation in working groups, however only in the ratio, which corresponds with the tasks of the insurance policy holder within the working group.

1.7 From the contractual assumption of legal liability of authorities and public bodies, of Deutsche Bahn AG and similar railway companies.

1.8 From the participation at events or trade fairs.

1.9 From the execution of events, insofar as these events serve to produce a film.

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- 1.10 From the execution and organisation of staff parties and trips. Excluded are the loss of coatroom items and personal property of the participants.

- 1.11 Notwithstanding point 7.9 AHB 2013 the insurance also covers damages, which occur overseas. However, no insurance cover exists for the statutory liability of the insurance policy holder for branch located overseas, unless they are only opened temporarily for producing a film or carrying out an event. A period of more than 6 months is no longer considered to be temporary.

No insurance cover exists however for any claims due to occupational diseases and claims from persons working for the insurance policy holder from industrial accidents, insofar as these are insured or can be insured within the framework of a social insurance or a similar insurance form for industrial accidents. Insurance cover exists however for claims of recourse of overseas social insurance funds, with the exception of French social insurance funds.

Claims for compensation with criminal character, in particular punitive or exemplary damages remain excluded from the insurance cover.

The following shall apply for damages which occur in the USA or Canada and also for damages, which were suffered elsewhere, with which however the claim was asserted in the USA or Canada:

Notwithstanding point 6.5 AHB 2013 expenses of the insurance company shall be set-off for costs as payments against the sums insured with such loss events. Costs are for example lawyers' and experts' fees, witness and court costs and expenses for avoiding or minimizing the claim, costs for determining the claims or travelling expenses. In case of a claim the deductible of the insurance policy holder is 10 %, at least € 10,000.00.

For environmental damages in the sense of point 7.10.2 AHB 2013, only physical injuries and property damages are deemed as co-insured overseas within the framework of the scope of insurance described in § 1 point 3 of these conditions, which are the result of sudden and accidental disturbance to the intended operation of the company. Otherwise the aforementioned provisions for dam-

ages overseas will also apply for environmental damages.

- 1.12 From the assumption of duties to secure traffic, in particular cleaning and strewing.
- 1.13 From financial losses acc. point 2.1 AHB 2013, i.e. damages which are neither incurred through physical nor through property damages (pure financial losses).

However, not insured are still liability claims from:

- 1.13.1 damages, suffered through objects delivered by the insurance policy holder or at his order or for his account by third parties or work performed;
- 1.13.2 damages through emissions (e.g. noises, odours, vibration);
- 1.13.3 planning, consulting, building or assembly supervision, testing or expert's activity;
- 1.13.4 Activities in connection with money, credit insurance, property, leasing, etc. commercial business, from payment transactions of all kinds, from cash management as well as fraud and embezzlement;
- 1.13.5 The infringement of industrial property rights and copyrights;
- 1.13.6 The non-observance of deadlines, dates and offers or cost estimates;
- 1.13.7 Advice, recommendations or instructions to commercially affiliated companies;
- 1.13.8 Activities in connection with data processing, streamlining, translation, provision of information, travel mediation and travel organisation;
- 1.13.9 Wilful deviation from legal or official regulations or from instructions or conditions of the customer or from other wilful breach of duty;
- 1.13.10 The loss of objects, also e.g. money, securities and valuables.

However, included is still the legal liability of the insurance policy holder for consequential losses due to loss events from the infringement of data protection laws through the improper use of personal data in data processing. Insurance cover exists up to the amount of the sum insured agreed for consequential losses.



1.14 Included is the statutory liability as building owner or entrepreneur from building work on or to properties and buildings used for business purposes, insofar as the building costs do not exceed an amount of € 100,000.00.

1.15 Included are, in partial derogation of point 7.14 AHB 2013 liability claims from property damages which are suffered through

1.15.1 the formation of sponge,

1.15.2 landslides,

1.15.3 vibration as a result of pile-driving work,

1.15.4 flooding of standing or flowing waters

The provisions of § 1 point 3 of these conditions apply for damages through environmental effects in accordance with point 7.10.2 AHB 2013.

2 Co-insured persons

Co-insured is the personal statutory liability within the frame-work of this contract:

2.1 Of the legal representative of the insurance policy holder and such persons, who he employed for management or supervision of the insured company or a part thereof.

2.2 All other members of the company. Deemed as such are also persons employed in the short term and integrated employees of third companies. Also persons working as freelance workers for the insurance policy holder are co-insured for the duration of a project-based activity, however only insofar as insurance cover does not exist through own professional liability insurances of the freelance employees and only for damages, which are suffered from activities for the insurance policy holder

3 Additional agreements for the insurance of environmental damages (basic cover)

3.1 Object of the insurance

3.1.1 Insured is – notwithstanding point 7.10.2 AHB 2013 – within the framework of the contract the legal liability of contents of the insurance policy holder under private law due to physical injuries and property damages through environmental effect on ground, air or water (including in-shore waters), if this environmental influence is not or was not a result of systems or activities, which fall under point 3.2.

Co-insured are acc. point 2.1 AHB 2013 financial losses from the infringement of acquisition rights, the right to the set-up and performed business enterprise, rights or authorization of use under water law. They will be treated as property damages.

3.1.2 Insurance cover also exists if stored materials in their use connected in terms of space and object with insured systems get into the ground, air or water (incl. in shore waters), without being brought into or introduced therein.

3.1.3 The insurance cover also refers to the liability due to damages of a third party, which are suffered due to the fact that materials get into waste water and with these into in-shore waters.

3.2 Risk limitation

Not insured is the liability due to environmental influences from

3.2.1 Systems of the insurance policy holder, which are determined for producing, processing, storing, depositing, conveying or removing substances which are harmful to the in-shore waters (WHG systems) however only insofar as the total storage quantity of these substances exceeds 500 l or the capacity of an individual container to be seen as a system amounts to more than 50 l. This exclusion only applies for heating oil and other supplies of heating or generators insofar as the system exceeds a capacity of 5000 l.

3.2.2 Systems of the insurance policy holder acc. Annex 1 to the Environmental Liability Act (UmweltHG systems).

3.2.3 Systems of the insurance policy holder, which are subject to a duty for approval or notification according to the provisions for protection of the environment (other systems which are liable to declaration).

3.2.4 Waste water systems of the insurance policy holder or the bringing into or introduction of substances into in-shore waters or effect on in-shore waters to the extent that the physical, chemical or biological condition of the water is changed, by the insurance policy holder (water systems and effect risk).



3.2.5 Systems of the insurance policy holder acc. Annex 2 to the Environmental Liability Act (UmweltHG systems/mandatory insurance).

3.2.6 Planning, production, delivery, assembly, dismantling, maintenance and service of systems acc. point 3.2.1 – 3.2.5 or parts, which are clearly determined for systems acc. point 3.2.1 – 3.2.5.

3.3 Insured event

An insured event is – notwithstanding point 1.1 AHB 2013 – the first determination of the physical injury which can be checked (death, injury or health impairment of persons), property damage (damage to or destruction of objects) or a financial loss co-insured acc. point 3.1.1 by the injured party, another third party or the insurance policy holder. The insured event must have occurred during the validity of the insurance. Here it does not depend on whether the cause or extent of the damages or the possibility for asserting liability claims was recognisable at this time.

3.4 Expenses before occurrence of the insured event

3.4.1 The insurance company shall reimburse also without the occurrence of an insured event,

- after an interference to the operation or
- due to official order.

Expenses of the insurance policy holder for measures to avoid or minimize an otherwise unavoidable occurring physical injury, property or financial loss co-insured acc. point 3.1.1. The determination of the interference to the operation or the official order must fall in the validity of the insurance, whereby the earlier time is decisive.

3.4.2 Expenses due to official orders in accordance with point 3.4.1 are assumed under the pre-requisites stated therein irrespective of the fact that the measures are carried out by the insurance policy holder or by way of substitute execution by the authority.

3.4.3 Within the framework of the total amount agreed for expenses acc. point 3.4 the insurance policy holder will be reimbursed the expenses in full, in case he

- Immediately informed the insurance company that an interference to operations or an official order was deter-

mined and did everything necessary to limit the expenses to the ex-ent, which is necessary and objectively suitable to prevent the occurrence of damages or minimize the extent of damages and upon request of the insurance company filed an objection against official orders within the deadline or

- coordinated measures with the insurance company.

If coordination is not possible in time according to the single case, the insurance company shall reimburse the expenses, which the insurance policy holder should consider necessary in the circumstances.

3.4.4 If the pre-requisites of point 3.4.3 do not exist, then the expenses shall only be reimbursed to the extent in which the measures were necessary and objectively suitable to prevent the damages or minimize the extent of damages.

3.4.5 Expenses shall be reimbursed within the framework of the agreed sum insured and the maximum annual indemnification up to a total of € 250,000 per interference to operations or official order per insurance year however only up to € 500,000.

The insurance policy holder has to bear 10 % of the expenses personally, max. € 10,000.

In the event that damages are suffered despite the measure, the expenses reimbursed by the insurance company shall be set-off against the sum insured decisive for the insured event unless the reimbursement of these expenses actually reduced the indemnification for insured events within the framework of the maximum annual indemnification of a former insurance year.

3.4.6 Not liable for reimbursement are in any case expenses – also insofar as they are covered by expenses in accordance with point 3.4.1 – for maintenance, repair, renewal, refitting, securing or restoration of equipment, properties or objects (also leased, etc.) of the insurance policy holder; also for those which used to be owned by the insurance policy holder.

However, expenses will be reimbursed for avoiding minimizing an otherwise unavoidable physical injury, property or financial loss co-insured acc. point 3.1.1 in case equipment, properties or objects of the insurance policy holder, have to be impaired, which



are not affected by an environmental influence. Improvements in value are to be deducted.

3.5 Not insured facts

Not insured are:

3.5.1 Claims due to damages, which are or were suffered because when dealing with substances which are hazardous to the water these substances are spilled, drip, leak, vaporise, evaporate or through similar processes get into the ground or in-shore waters. This shall not apply insofar as such processes are due to interference to the operation.

3.5.2 Claims due to damages, which are suffered through un-avoidable, necessary or expected environmental influences, due to the operation.

This shall not apply if the insurance policy holder proves that according to status of technology at the time of the environmental effect which caused the damages in the circumstances of the single case did not have to recognise the possibilities of such damages.

3.5.3 Claims due to damages already suffered upon commencement of the policy.

3.5.4 Claims due to damages for which insurance cover exists or could have been applied for according to former insurance policies.

3.5.5 Claims due to damages which result from the fact that the insurance policy holder acquires or takes possession of properties after commencement of the insurance condition, which at this time were already affected by an environmental influence.

3.5.6 Claims due to damages to property or operation of waste disposal systems, in particular disposal sites and composting systems.

3.5.7 Claims due to damages, which are suffered by products produced or supplied by the insurance policy holder, through work or other services after execution of the service or are suffered after completion of the work (product liability).

3.5.8 Claims due to damages, which are suffered by waste produced or supplied by the insurance policy holder.

3.5.9 Claims against the persons (insurance policy holders or each co-insured person), who cause the damages due to the fact that they deliberately deviate from laws, directives or official orders or disposals directed at the insurance policy holder which serve to protect the environment.

3.5.10 Claims against the persons (insurance policy holder or each co-insured person), who cause the damage because they deliberately refrained from observing directives or operating instructions stipulated by the producer or to be observed according to status of the technology for application, regular controls, inspections or services or deliberately not carry out necessary repairs.

3.5.11 Claims due to genetic damages

3.5.12 Claims due to mining damages (acc. § 114 BBergG) insofar as it concerns damage to properties, their parts and accessories; due to damages in mining operation (acc. § 114 BBergG) through impacts of weather, water and carbonic acid and coal dust explosions.

3.5.13 Claims due to damages as a result of change to the position of the ground water or its flowing behaviour.

3.5.14 Claims due to damages, which are proven to be due to acts of war, other hostile acts, riot, internal unrest, general strike, illegal strike or directly to disposals or measures by state authorities; the same applies for damages though force majeure, insofar as elementary natural forces had an effect.

3.5.15 Claims due to damages, which are asserted against the insurance policy holder, a co-insured person or a person appointed or commissioned by him as registered user or due to the use of a motor vehicle or trailer, watercraft, rail vehicle or aircraft liable to insurance and/or licensing.

An activity of the afore-mentioned persons on a motor vehicle, motor vehicle trailer or watercraft is not yet deemed as use in the sense of this provision, if none of these persons is a registered user or owner of the vehicle and the vehicle is not put into operation.



3.6 Sums insured/maximization

The agreed sums insured form the maximum indemnification of the insurance companies for each individual insured event and also for all insured events of an insurance year.

3.7 Follow-up liability

3.7.1 If the insurance relationship ends due to the full or permanent lapse of the insured risk or through termination of the insurance company or the insurance policy holder, the insurance cover shall continue to exist for such physical injury, property or financial losses co-insured acc. point 3.1.1, which were suffered during the validity of the insurance, however had not yet been determined at the time when the insurance relationship was terminated, with the following condition:

- the insurance cover applies for the duration of 3 years beginning from the date of the termination of the insurance relationship.
- the insurance cover exists for the whole follow-up liability time within the framework of the scope of insurance applicable upon termination of the insurance relationship, and indeed in the amount of the unused part of the sum insured of the insurance year, in which the insurance relationship ends.

3.7.2 Point 3.7.1 applies for the case accordingly that during the term of the insurance relationship an insured risk lapses in part, with the condition that the insured risk is to be referred to the time of the lapse of the insured risk.

4 Exclusions

Excluded are in all cases still, also for extensions of the insurance cover acc. § 1 or § 2 of these conditions, additionally to the exclusions in the General Conditions for the Liability Insurance (AHB 2013) and without consideration for participating causes all claims and damages and respectively ensuing consequential financial losses

4.1 through the use of aircraft, rail vehicles, motor-driven watercraft and yachts.

4.2 from the possession, hold, driving or the use of registered and/or liable to insurance deductions motor vehicles

4.3 through the production, processing, storage, conveyance, trade with and all use of explosive substances, as far as an official authorisation is necessary for this.

4.4 from industrial accidents and occupational diseases. This shall also apply insofar as persons, who are not employed in the company of the insurance policy holder, are participating in an industrial accident, which occurs on a joint plant in accordance with the social code law. Insurance cover exists however for claims of recourse of domestic social insurance companies.

4.5 which are asserted against the insurance policy holder, a person appointed or commissioned by the insurance policy holder or other co-insured persons due to discrimination or harassment

4.6 which are a result of asbestos, substances and products containing asbestos and urea-formaldehyde foam

4.7 from infections with pathogens of all kinds (e.g. AIDS, Ebola, etc.) no matter whether they were transmitted by people, animals or other circumstances.

4.8 which are directed against plants of the insurance policy holder located overseas and all persons working there, however not insofar as the plant exists for the execution of a project registered for insurance max. for a period of 6 months.

4.9 from demolition and pulled down work due to property damages within a radius of the height of the building to be demolished.

4.10 to image, sound and data media, equipment of the media and event technology and all movable objects, which are required for producing a film or for carrying out an event.

Note:

Deutsche FilmversicherungsGemeinschaft offers special lines for damages to these objects, in which framework the insurance policy holder can apply insurance cover.



5 Legal proceedings and place of jurisdiction

- 5.1 In supplement to point 31 AHB 2013 the insurance policy holder can in the case of disputes under this contract only assert his claims against the executive insurance company and only for his share in court.
- 5.2 The participating insurance companies also recognise the decision declared legally binding against the executive insurance company and the settlement reached by him with the insurance policy holder after it was pending as binding for them too.
- 5.3 In case the share of the executive insurance company does not reach the revision amount, the insurance policy holder is entitled and upon request of the leading insurer to extend the action to a second, if necessary to further insurance companies, until this sum is reached. If this request is not satisfied, point 5.2 of this provision shall not apply.
- 5.4 The executive insurance company of Deutsche Filmversicherungs-Gemeinschaft, is Allianz Global Corporate & Specialty AG, Hamburg, with its share shown in the insurance policy.
- 5.5 Place of jurisdiction is the residence or the registered seat of the respective defendant.

§ 2 Extensions to the insurance cover only based on special agreement

The following agreements shall apply respectively only insofar as these are documented in the insurance policy and on the basis of possible sums insured and deductible shown there and the provisions of § 1 of these conditions.

1 Claims of co-insured natural persons against each other

Insofar as agreed in the insurance policy or its endorsements, coverage is given within the framework of the insured risk in partial derogation of point 7.4 and 7.5 AHB 2013 liability claims of co-insured natural persons against each other are also due to

- 1.1 physical injuries, in which it does not concern industrial accidents in the sense of the Social Code law Part VII.

- 1.2 property damages. No insurance exists however for the damage to motor vehicles, damages to equipment of the media and event technology and other objects, which co-insured persons contribute upon request of the insurance policy holder for producing a film or execution of an event.

- 1.3 financial losses from the breach of data protection laws.

2 Processing and activity damages

Insofar as agreed in the insurance policy or in its endorsements, insurance cover also exists in difference to point 7.7 AHB 2013 for property damages and all ensuing financial losses, which are suffered by third party property through

- 2.1 a commercial or professional activity of the insurance policy holder on these objects (e.g. processing, repair, conveyance, testing),
- 2.2 a damage to ground lead lines, i.e. all underground laid cables or pipes and to free and/or overhead lines,
- 2.3 the loading or unloading of land vehicles or watercraft. No insurance cover exists however for the damage to own, leased or borrowed motor vehicles.

3 Rental property damages

Insofar as agreed in the insurance policy or its endorsements, notwithstanding point 7.6 AHB 2008 property damages and all ensuing consequential losses are insured, which are suffered

- a) through fire, explosion, waste water or other environmental damages in accordance with § 1, point 3 of the ZHM 2013 to properties, buildings and premises, respectively with their parts leased, used for commercial purposes and buildings or premises leased for business trips with their facilities.
- b) Through other causes on objects acc. Par. a)
- c) Through causes acc. Par. a) and/or b) to other objects, which are rented, borrowed, leased and/or are subject to a certain custody agreement and as far as the objects are located in leased accommodations and/or buildings resp. real estates and as far as the insured



bears the risk for these objects. Insurance cover in this respect exists only for the short term leasing, insofar as the leasing is carried out for the production of a film or for carrying out an event. No insurance cover exists for damages to appliances of the media and event technology, and to all objects, which are used for producing a film (props).

In all cases claims are excluded due to wear and tear and excessive demands and damages to heating, boiler and hot water systems and to machines and appliances of the gas and electrical engineering. Not insured are further damages, which are suffered as a compulsory consequence of an operational activity or are highly likely to occur, damages insofar as they fall under the recourse waiver of the fire insurance companies with comprehensive loss events and all damages, which occur at companies, which are affiliated with the insurance policy holder or co-insured companies in terms of personnel or capital.

4 Loss of keys

Insofar as agreed in the insurance policy or its endorsements, the statutory liability from the loss of third party keys or code cards, which are legally kept at the insured person for professional reasons are co-insured.

The insurance cover is limited to statutory liability claims due to costs incurred, for the necessary replacement of locks and master key systems and for temporary security measures (emergency lock) or a property protection up to 14 days, beginning from the date upon which the loss of the key was determined.

Excluded are claims from the loss of safe and furniture keys, other keys for movable objects and liability claims from consequential losses of the loss of a key (e.g. due to burglary).

5 Loss of workforce and visitors property

Insofar as agreed in the insurance policy or its endorsements, the statutory liability from the loss of objects of members of the company, other persons employed in the short term and visitors are also insured. For motor vehicles this only applies, if these were parked on suitable places within the property used for business purposes. Not insured are money, securities, savings books, documents, jewellery, watches, furs, valuables, works of art, precious items, appliances of the media and even technology and all objects which are used for producing a film.

The pre-requisite for the insurance cover is that the loss is connected with the operational risk in terms of time, space and activity. Insurance cover only exists still insofar as the insurance policy holder or the person concerned does not have another insurance, which covers the damages up to the amount of the claim for the current value