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DEUTSCHE  
FILMVERSICHERUNGS  
GEMEINSCHAFT



## General Insurance Conditions for the Film and Event Insurances AVB 2013 (Version January 2017)

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### § 1 Insured damages, objects and risks

The scope of the insured damages, objects and risks is oriented to the provisions of the special conditions which apply to the contract.

### § 2 Non-insured damages, objects and risks

1 The scope of the non-insured damages, objects and risks is oriented to the provisions of the special conditions which apply to the contract.

2 The wilful or grossly negligent cause of damages

2.1 If the insurance policy holder causes the damages due to wilful intent then the insurer is indemnified from the compensation obligation.

If the cause of the damages has been determined through a final criminal judgment owing to the wilful intent of the person of the insurance policy holder then the wilful cause of the damages is deemed as proven.

2.2 If the insurance policy holder causes the damages through gross negligence then the insurer is entitled to reduce its payment in a ratio which corresponds with the seriousness of the fault of the insurance policy holder.

### 3 Exclusions

In addition, irrespective of other involved causes the damages listed below and all ensuing follow-up damages are excluded:

3.1 All damages triggered off through acts of terror as well as expenses of all kinds in connection with acts of terror.

Acts of terror are all acts of persons or groups of persons to achieve political, religious, ethnical or ideological goals, which are suitable for spreading fear or terror among the population or parts of the population and therefore influencing a government or state institution.

3.2 All dangers from the use of chemical, biological, biochemical substances or electromagnetic waves as weapons with an effect which poses a danger to public safety.

Also excluded in addition to the dangers of nuclear energy are the dangers from other ionising radiation. Damages to the insured objects are however insured if they are suffered through radioactive isotopes (except nuclear fuel) insofar as such isotopes are provided, transported, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

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3.3 Damages caused through nuclear energy or radioactive substances.

3.4 Damages through acts of war of all kinds or through internal unrest.

### **§ 3 Insured Location**

Insurance cover exists exclusively for damages which are suffered within the scope shown in the insurance policy.

### **§ 4 Reporting duties of the insurance policy holder or his representative until the contract is concluded**

1 Until the submission of his contractual declaration the insurance policy holder must report all dangerous circumstances of which he is aware to the insurer, concerning which the insurer made enquiries in a text form and which are relevant for its decision to conclude the contract with the agreed contents. The insurance policy holder is also insofar obliged to submit a report to the extent that the insurer asks questions within the meaning of Sentence 1 after his contractual declaration, however before acceptance of the contract.

2 If the insurance policy holder breaches his reporting duty according to Par. 1 then the insurer can cancel or terminate the contract or amend the contract according to §§ 19-21 VVG. The insurer can also be indemnified from the payment according to § 21 Par. 2 VVG.

3 If the contract is concluded by a representative of the insurance policy holder then according to § 20 VVG both the knowledge and fraudulent intent of the representative as well as the knowledge and fraudulent intent of the insurance policy holder are to be taken into account.

4 The right of the insurer to contest the contract because of malicious deceit according to § 22 VVG remains unaffected.

### **§ 5 Begin of the insurance cover; due date; consequences of delayed payment or non-payment of the first or one-time premium**

#### **1 Begin of the insurance cover**

The insurance cover shall begin at the time stated in the insurance policy subject to the regulation in No. 3.

#### **2 Due date of the first or one-time premium**

The first or one-time premium is – irrespective of the existence of a right of revocation – to

be paid immediately after the time of the agreed commencement of insurance which is stated in the insurance policy.

If the agreed time of the commencement of the insurance is before conclusion of the contract, the first or one-time premium is to be paid immediately after conclusion of the contract.

If the insurance policy holder does not pay immediately after the time which is determined in Sentence 1 or 2 the insurance cover shall only begin to apply after the payment has been made.

If the insurance policy deviates from the application of the insurance policy holder or from reached agreements the first or one-time premium is to be paid no earlier than one month after receipt of the insurance policy.

In case of agreement to pay the premium in instalments the first instalment shall be deemed as the first premium.

#### **3 Consequences of delayed payment or non-payment of the first or one-time premium**

If the first or one-time premium is not paid at the due time which is decisive according to No. 2 the insurer shall be entitled to cancel the contract or shall also be indemnified from payment according to § 37 VVG.

### **§ 6 Term and end of the contract**

#### **1 Term**

The contract is concluded for the period of time stated in the insurance policy.

#### **2 Tacit extension**

With a contractual term of at least one year the contract shall be extended by respectively one year if one of the contractual parties has not received a termination by no later than three months before the expiry of the respective insurance year.

#### **3 Contractual term of less than one year**

With a contractual term of less than one year the contract shall end at the envisaged time without this requiring a termination.

### **§ 7 Follow-up premium**

A follow-up premium shall be due at the agreed time of the respective insurance period. The payment shall be deemed as in time if it is made within the period of time



stated in the insurance policy or in the premium statement. The consequences of a late payment can be derived from § 38 VVG.

If the insurance policy holder is in default with the payment of a follow-up premium the insurer shall be entitled to demand compensation for the damages incurred to it through the delay.

## **§ 8 Instalment payments**

If instalment payments have been agreed the outstanding instalments shall be deemed as deferred until the agreed payment dates.

The deferred instalments of the current insurance period shall become due and payable immediately if the insurance policy holder is in default with an instalment in full or in part or if compensation is deemed due.

## **§ 9 Premium in case of premature termination of the contract**

If the insurance relationship ends before expiry of the insurance period or if it is revoked retrospectively after commencement or is null and void from the beginning owing to malicious deceit then the insurer is entitled to the premium or the business fee according to §§ 39 and 80 VVG.

## **§ 10 Responsibilities of the insurance policy holder**

### **1 Responsibilities before the insured event**

1.1 Before occurrence of the insured event the insurance policy holder must satisfy all responsibilities as agreed per contract.

1.2 If the insurance policy holder breaches one of the stated responsibilities then the insurer is entitled to termination according to § 28 VVG. A termination of the insurer shall become effective when it is received.

### **2 Responsibilities with the occurrence of the insured event**

2.1 With the occurrence of the insured event the insurance policy holder shall

2.1.1 if possible ensure the avoidance and minimisation of the damages;

2.1.2 report the occurrence of the damages to the insurer immediately after he gained knowledge thereof – if applicable also orally or by telephone;

2.1.3 obtain instructions from the insurer concerning the avoidance/minimisation of damages – if applicable also orally or by telephone – if this is permitted by the circumstances;

2.1.4 follow instructions of the insurer concerning the avoidance/minimisation of damages insofar as deemed reasonable for him; if several insurers involved in the insurance contract give different instructions the insurance policy holder shall act according to his responsible discretion;

2.1.5 report damages to the property through criminal acts to the police immediately;

2.1.6 submit the insurer and the police a list of the objects which have been stolen immediately;

2.1.7 leave the damage pattern unchanged until the location of damage or the damaged objects have been released by the insurer; if changes are unavoidable the damage pattern is to be documented in a comprehensible manner (e.g. through photos) and the damaged objects to be stored until inspected by the insurer;

2.1.8 provide the insurer all information as far as possible immediately – upon request in a written form – which is necessary for determining the insured event or the scope of the payment obligation of the insurer as well as to permit all examinations of the cause and amount of the damages and the scope of the compensation obligation;

2.1.9 provide receipts as requested by the insurer, the procurement of which can be reasonably expected of him.

2.2 If a third party is entitled to the contractual payment of the insurer then it must also satisfy the responsibilities according to No. 2 a) – insofar as this is possible for it based on the actual and legal circumstances.

### **3 Indemnification from payment in case of a breach of responsibility**

If the insurance policy holder breaches a responsibility according to No. 1 or 2 then the insurer shall be indemnified from payment according to §§ 28 and 82 VVG.

Except in the event of a malicious breach of responsibility the insurer is obliged to payment insofar as the breach of the responsibility was not the cause either of the occurrence or the determination of the insured event or of the



determination or the scope of the payment obligation of the insurer.

#### **§ 11 Increase in risks**

After submission of his contractual declaration the insurance policy holder may not increase the risks or permit these to be increased by a third party without the prior consent of the insurer.

The insurance policy holder must report each increase in risk, of which he becomes aware, to the insurer immediately, even if these occur against his will. Incidentally, §§ 23 to 27 VVG shall apply. According to this the insurer can be entitled to termination, amend the contract or also be indemnified from payment.

#### **§ 12 No payment obligation for special reasons**

- 1 Malicious deceit after occurrence of the insured event

The insurer shall be indemnified from the compensation obligation if the insurance policy holder maliciously deceives or attempts to deceive the insurer about facts, which are of significance for the substantiation or the amount of the compensation.

If the deceit or attempt at deceit has been determined through a final criminal judgement against the insurance policy holder owing to fraud or attempted fraud then the pre-requisites of Sentence 1 shall be deemed as proven.

#### **§ 13 Representatives**

The insurance policy holder must allow the knowledge and the conduct of his representatives to be attributed to him.

#### **§ 14 Payment and interest yield of the compensation**

- 1 Due date of the compensation

The compensation shall be due when the assessment of the insurer concerning the substantiation and the amount of the claim has been completed. The insurance policy holder can claim the amount as a payment on account, which is at least to be paid according to the situation of the object, one month after the damages have been reported.

- 2 Interest yield

The following applies for the interest yield insofar as no further interest obligation exists for another legal ground:

- 2.1 The compensation is – insofar as it is not paid within one month after the damages have been reported – to bear interest since the report of the damages.
- 2.2 The part of the compensation which exceeds the current market value of damages is to bear interest from the time at which the insurance policy holder has proven the guarantee of the restoration or replacement of insured objects towards the insurer.
- 2.3 The interest rate is four per cent per annum; insofar as a higher interest is not to be paid for another legal ground.
- 2.4 The interest shall be due together with the compensation.

- 3 Inhibition

When calculating the deadlines according to No. 1, 2 a) and 2 b) the period of time is not to be taken into account in which the compensation cannot be determined or not paid as a result of the fault of the insurance policy holder.

- 4 Postponement of the payment

The insurer can postpone the payment as long as

- 4.1 doubts exist about the insurance policy holder's entitlement to receive payment;
- 4.2 official proceedings or proceedings under criminal law are still being conducted against the insurance policy holder or his representative due to this insured event.

#### **§ 15 Termination after the insured event**

- 1 Right of termination

After the occurrence of an insured event each of the contractual parties can terminate the insurance contract. The termination is to be declared in a written form. It must have been received by the other contractual party by no later than one month after payment or rejection of the compensation.

- 2 Termination by the insurance policy holder

If the insurance policy holder terminates the contract his termination will be effective immediately after its receipt by the insurer. The



insurance policy holder can however determine that the termination becomes effective at a later time by no later however than as of the end of the current insurance period.

3 Termination by the insurer

A termination by the insurer shall become effective one month after its receipt by the insurance policy holder.

**§ 16 Notifications; declarations of intent; changes in addresses**

1 Form

Insofar as no written form is requested by law and insofar as not otherwise determined in this contract the declarations and notifications which are determined for the insurer, which relate to the insurance relationship and which are made directly towards the insurer, are to be submitted in a text form.

2 Non-notification of a change in address or name

§ 13 VVG shall apply if the insurance policy holder has not informed the insurer of a change in his address or his name.

**§ 17 Insurance for third party account**

1 Rights from the contract

The insurance policy holder can conclude the insurance contract in his own name for the interest of a third party (insured person). Only the insurance policy holder is entitled to exercise the rights from this contract and not also the insured person. This shall also apply if the insured person is in the possession of the insurance policy.

2 Payment of the compensation

Before payment of the compensation to the insurance policy holder the insurer can demand proof that the insured person has granted his consent. The insured person can only request the payment of the compensation with the consent of the insurance policy holder.

3 Knowledge and conduct

Insofar as the knowledge and the conduct of the insurance policy holder are of legal significance, with the insurance for third party account the knowledge and the conduct of the insured person are also to be taken into account. Insofar as the contract covers

interests of the insurance policy holder and of the insured person the insurance policy holder must only have the conduct and the knowledge of the insured person attributed for his interest if the insured person is a representative of the insurance policy holder. Incidentally § 47 VVG shall apply.

**§ 18 Experts' proceedings**

1 Insurance policy holder and insurer can agree after occurrence of the insured event that the amount of the damages will be determined by experts. The experts' proceedings can be extended through agreement to other actual pre-requisites of the claim for compensation as well as the amount of the compensation.

The insurance policy holder can also request experts' proceedings through a unilateral declaration towards the insurers.

2 The following shall apply to the experts' proceedings:

2.1 Each party shall appoint an expert in writing and can then request the other party in writing to appoint the second expert by naming the expert appointed by it. If the second expert is not appointed within two weeks after receipt of the request the requesting party can have him appointed by the County Court with jurisdiction for the damage location. This consequence is to be pointed out in the request.

2.2 Both experts shall appoint a third expert as ombudsman in writing before commencement of the declaratory proceedings. If they cannot reach an agreement the ombudsman shall be appointed by the County Court with jurisdiction for the damage location at the request of one party.

2.3 The insurers may not name any persons as experts who are competitors of the insurance policy holder or maintain permanent business relations with it, further no persons, who are employed at competitors or business partners or maintain a similar relation with them.

This shall apply accordingly to the appointment of an ombudsman by the experts.





- 3 The declarations of the experts must contain:
- 3.1 The scope of the damages and destructions, in case of physical injuries the health impairment  
and as far as necessary for the respective compensation,
- 3.2 the expenses for the restoration or replacement;
- 3.3 the insurance value of the damaged, destroyed or lost objects according to the conditions;
- 3.4 the expenses in case of demolition;
- 3.5 the additional costs in case of interruption;
- 3.6 residual values and other costs.
- 4 The experts shall send both parties their findings at the same time. If the findings deviate the insurer shall hand these over to the ombudsman immediately. He shall decide about the still disputed points within the limits drawn through the findings of the experts and send his decision to both parties at the same time.
- 5 Each party shall bear the costs of its expert. The costs of the ombudsman shall be borne half each by both parties.
- 6 The findings of the experts or of the ombudsman are binding if it is not proven that they obviously deviate substantially from the real factual situation. Based on these binding declarations the insurers shall calculate the compensation according to the respective conditions.
- 7 The responsibilities of the insurance policy holder shall not be affected through the experts' proceedings.

#### **§ 19 Statute-of-limitations**

The claims from the insurance contract shall become statute-barred in three years.

The statute-of-limitations shall begin with the close of the year in which the claim was incurred and the creditor gains knowledge, or should have gained knowledge without gross negligence, of the circumstances which substantiate the claim and the person of the debtor.

If a claim has been reported to the insurer from the insurance contract the period of time between report and receipt of the decision of

the insurance, which is notified in a text form, by the claimant shall not count when calculating the deadline.

#### **§ 20 Co-insurance**

- 1 Several insurers are involved in this contract. The participations can be derived from the shares stated in the insurance policy.
- 2 The Lead Insurer Deutsche FilmversicherungsGemeinschaft (hereinafter DFG) is stated in the policy. DFG is entitled to change the structure of the participants stated in the policy. On request of the insured, DFG will provide the current list of participating interests.
- 3 The managing insurer is authorized to receive notifications and declarations of intent of the insurance policy holder on behalf of all involved insurers.
- 4 The agreements reached with the insurance policy holder by the managing insurer are binding for the co-insurers.

#### **§ 21 Conducting of proceedings and place of jurisdiction**

- 1 In case of disputes from this contract the insurance policy holder only has to assert his claims against the managing insurer and only because of his share in court.
- 2 The involved insurers acknowledge the decision, which is pronounced as final and absolute against the managing insurers as well as the settlement reached by it with the insurance policy holder after the pending case, as also binding for them.
- 3 In case the share of the managing insurer does not satisfy the amount of the appeal the insurance policy holder is entitled and at the request of the leading or a co-involved insurer obliged to extend the action to a second, if necessary further, insurers until this amount is reached. If this request is not satisfied § 21 Sub clause 2 of these conditions shall not apply.
- 4 The place of jurisdiction is the domicile or the registered seat of the respective defendant.

#### **§ 22 Applicable law**

German law shall apply to this contract.



## **§ 23 Final provision**

- 1      Insofar as not determined otherwise in the insurance conditions the statutory regulations shall apply. This applies in particular to the statutory provisions listed in the customer information.
- 2      If individual conditions upon which the insurance contract is based or parts there are invalid this shall have no effect on the validity of the other conditions of the contract.