

Certified translation from German into English  
Solely binding is the German wording attached



## Terms and Conditions for Cast and Extra Expense Insurance (Ausfall 2013)

These terms and conditions only apply in connection with the general insurance conditions for the film and event insurances (AVB 2013).

§ 1	Object of the insurance and time allocation	§ 3	Insurance value, sum insured and underinsurance
§ 2	Insured losses and exclusions	§ 4	Scope and limits of indemnification
<b>§ 1</b>	<b>Object of the insurance and time allocation</b>	3.5	which occurred as direct or indirect result of measures or decisions of state authorities.
1	Insured are losses from the termination or interruption of film projects or other events stated in the insurance policy. The event triggering off the termination or the interruption must have occurred within the insurance period stated in the insurance policy.	<b>§ 3</b>	<b>Insurance value, sum insured and underinsurance</b>
<b>§ 2</b>	<b>Insured losses and exclusions</b>	1	The sum insured has to correspond to the total cost of final production (insurance value) of the insured project. Upon request the policy holder has to provide proof of how the sum insured is composed.
1	<b>Cast insurance</b>  A cast insurance loss exists, insofar as one or several of the persons stated in the insurance policy are no longer available due to illness, accident or death temporarily or permanently for carrying out the insured project and this results in an interruption, final termination or postponement within the insured project.	2	Before the policy is signed the sum insured can be reduced by parts of the total costs, compared to the insurance value, in accordance with § 3 sub-paragraph 1 based on a special agreement.
2	<b>Extra Expense insurance</b>  A Extra Expense loss exists insofar as an object used for production is damaged, destroyed or lost through unforeseeable external influences and this leads to an interruption, a final termination or a postponement within the insured project.  Damages are considered unforeseen which the insured or their representatives have neither foreseen in time nor could have foreseen by exercising the technical skills within the business, where either intent or gross negligence could danger the insurance cover. In case of gross negligence the insurer is considered within the legal rights to reduce benefits in proportion to the level liability.	3	If the sum insured is at the time of the occurrence of a loss lower than the actual insurance value the indemnification determined according to § 4 of these conditions shall only be reimbursed in the ratio of the sum insured to the actual insurance value.  Non-insured parts of the completion costs will not be taken into account when determining the actual insurance value in accordance with § 3, sub-paragraph 2 of these conditions.
3	<b>In addition to the losses not insured listed in § 2 of the AVB 2013 the following losses are excluded:</b>	<b>§ 4</b>	<b>Scope and limits of indemnification</b>
3.1	those of an indirect nature even if they are consequence of any loss for which indemnification has to be paid, e.g. from failure to comply with the terms of delivery or the loss of follow-up order;	1	In case of final termination of the insured project the costs which are proven to have been incurred until the date of loss will be reimbursed plus the amounts still to be paid by the insurance policy holder based on existing contracts.  A final termination exists, if the continuation of the insured project is also impossible at a later date or in a continuation the total additional costs would exceed the agreed sum insured.  In all other cases it is a matter of interruption or postponement within the insured project.
3.2	those through epidemics, endemic diseases or pandemics;	2	In case of interruption or postponement within the insured project the loss related additional costs for the final completion of the insured project will be reimbursed against submission of invoices and contracts for proof.
3.3	those through animals not available;	3	Indemnification is in all cases limited to the agreed sum insured, even if the expenses for avoiding or minimizing the loss will exceed the sum insured.
3.4	those through vehicles, which were not produced in series or with which the procurement of spare parts exceeds usual periods of time for customary vehicle types;		



- 4 The following shall be left unconsidered when calculating the indemnification:
  - 4.1 Expenses for changes or improvements not loss related.
  - 4.2 Costs of medical treatment for the not appeared persons and the repair or replacement costs for the lost object. The insurance companies will however reimburse additional costs shares, which are exclusively for minimizing the losses due to interruption;
  - 4.3 Expenses or savings caused by changed weather conditions after a loss incurred regardless of whether advantages or disadvantages accrue to the policy holder caused by loss related delays;
  - 4.4 Expenses of all kinds for conventional penalties;
  - 4.5 In the event of a final termination all project-based insurance premiums paid to the DFG.
- 5 Cost items which are not insured according to § 3, will not be reimbursed in case of a claim unless they are a sole consequence of the claim.