

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



## Terms and Conditions for the Miscellaneous Equipment Insurance Geräte 2013

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

§ 1 Insured objects	§ 4 Insurance value, sum insured and underinsurance
§ 2 Insured risks and exclusions	§ 5 Calculation of indemnification
§ 3 Losses which are only liable to indemnification to a limited extent	
<p><b>§ 1 Insured objects</b></p> <p>1 Insured are the own and third party Miscellaneous Equipment of media and event technology and music instruments, respectively with their accessories and their transport containers described in the insurance policy. The insurance cover for third party leased or borrowed appliances will only exist as long and in case as the insurance policy holder bears the risk for these.</p> <p>2 The following are only insured based on a special agreement:</p> <p>2.1 Objects with a single insurance value of more than € 25,000;</p> <p>2.2 Data carriers and data, which can be replaced by the user and are not necessary for the basic function of the insured object.</p> <p>3 The following cannot be insured:</p> <p>3.1 Picture and sound media;</p> <p>3.2 Props of all kinds;</p> <p>3.3 Motor vehicles liable to licensing and insurance, as well as aircraft, watercraft or rail vehicles.</p> <p><b>§ 2 Insured risks and exclusions</b></p> <p>1 Indemnification is paid, insofar as an insured object is unforeseeably damaged, destroyed or lost due external influences.</p> <p>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.</p> <p>2 The losses listed in § 2 of the AVB 2013 are not insured.</p> <p><b>§ 3 Losses which are only liable to indemnification to a limited extent</b></p> <p>If an object is taken from a motor vehicle or the whole vehicle stolen the following limits to indemnification shall apply for each loss event with regard to the insured objects:</p> <p>1 Insofar as the motor vehicle was locked on all sides and the offence occurred between 6.00 am and 10 pm, the maximum indemnification is € 100,000.</p>	<p>2 Insofar as the vehicle was locked on all sides and the offence occurred between 10 pm and 6 am, the maximum indemnification is € 20,000, however a maximum of € 3,000 for each stolen object.</p> <p>3 In case an object is stolen from a vehicle which is not locked on all sides the maximum indemnification is € 10,000, maximum however € 2,000 per stolen object.</p> <p>4 It is deemed equivalent to being locked if the vehicle is constantly occupied by the insurance policy holder or persons commissioned by him.</p> <p><b>§ 4 Insurance value, sum insured and underinsurance</b></p> <p>1 The sum insured stated in the insurance policy has to correspond with the insurance value. Upon request proof is to be provided by the insurance policy holder.</p> <p>The insurance value is the replacement value of the insured object, with equal equipment features plus the procurement and assembly costs and customs fees due in connection with the replacement.</p> <p>2 If the replacement value cannot be determined the total expenses will be taken into account, which are necessary for producing or replacing a comparable new object.</p> <p>3 If the sum insured is lower than the actual insurance value the indemnification determined according to § 5 of these conditions shall only be reimbursed in the ratio of the sum insured to the actual insurance value.</p> <p><b>§ 5 Calculation of indemnification</b></p> <p>1 In the event that the necessary restoration expenses do not achieve or exceed the insurance value, the repair costs which are proven to be necessary will be reimbursed. Upon submission of a repair invoice a deduction new for old will cease to apply.</p> <p>2 In case of destruction or loss of the insured object the insurance value of this object will be reimbursed with the deduction of all residual values, discounts or price advantages, insofar as this amount is paid for replacing an appliance.</p> <p>3 If the object is not replaced, the market value of the object affected by the loss will be indemnified.</p>



- 4     Insofar as an object is replaced with higher-quality features, the insurance company is entitled to deduct a reasonable amount.
- 5     If a damaged appliance cannot be repaired, as spare parts are no longer available, the market value of the damaged appliance will be reimbursed.
- 6     Indemnification limit is in all cases the insurance value of the object affected by the losses and further the sum insured derived from the insurance policy and its addendums.