

Terms and Conditions for the Image, Sound and Data Media (Negative and Videotape) Insurance (BiToDa 2013)

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

§ 1 § 2	Insured objects Insured risks and exclusions	§ 3 § 4	Insurance value, sum insured and underinsurance Scope and limits of indemnification
§ 1	Insured objects	1.1	During the production of image, sound and data media (negative and videotape): The sum insured has to correspond to the total cost of final production of the insured project (insurance value). Upon request the policy holder has to provide proof of how the sum insured is composed. The policy holder is able to reduce the insurance value by expenses due to special agreements before closing the contract.
1	Insured are image, sound and data media (negative and videotape) listed in the insurance policy or its later addendums. Depending on the terms stipulated in the insurance policy, insurance can be agreed for		
1.1	the production of image, sound and data media (negative and videotape)		
1.2	finished image, sound and data media (negative and videotape).	1.2	Finished image, sound and data media (negative and videotape): The insured value is equivalent to replacement value of the items insured of the same type and quality. Linked to the replacement the costs incurred for customs, freight, and transport shall also be taken into account.
2	Image, sound and data media (negative and videotape) which do contain not reproducible material shall only be insured on the basis of separate agreements.		
§ 2	Insured risks and exclusions		
1	Indemnification is paid for any unforeseen damage, destructions or losses of the insured items. Unforeseen are losses, which neither the insurance policy holder nor his representatives foresaw on time, or could have foreseen with the specialist knowledge necessary for the activity performed in the company without gross negligence. 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.		
2	In addition to the losses not insured listed in § 2 of the AVB 2013 the following losses are excluded: 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.	2	If the sum insured at the time of the occurrence of a loss is 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. When calculating the actual insured value, the uninsured parts of the production costs as defined in § 3 sub-paragraph 1.1 of these conditions shall remain unconsidered.
§ 3	Insurance value, sum insured and underinsurance	§ 4	Scope and limits of indemnification
1	The sum insured as stated in the insurance policy has to correspond to the insured value of the items when calculated as follows:	1	If loss related costs insured fall short of the sum insured, the insurers shall pay the following indemnification:
		1.1	During the production of image, sound and data media (negative and videotape): The restoration expenses for technical reworking of the carrier material has to be proven by invoices, or if this is not possible or excessively expensive the loss related extra expenses for the pro-rata reproduction as proven by submitted invoices and contracts.
		1.2	Finished image, sound and data media (negative and videotape): The proven expenses incurred for the pro-rata repair or pro-rata reproduction of the insured items.

2 If reproduction is not possible even at a later stage, or if its cost would exceed the total sum insured, the insurers shall indemnify up to the amount of the agreed sum insured.

2.1 **During the production of image, sound and data media (negative and videotape):**

The expenses incurred and proved until the date of the loss plus the amounts that the policy holder is still required to pay on the basis of existing contracts.

2.2 **Finished image, sound and data media (negative and videotape):**

The value insured of the items affected by the loss after deduction of residual values and of all discounts or price advantages.

3 **The following shall be left unconsidered when calculating the indemnification:**

3.1 Expenses for changes or improvements not loss related.

3.2 Expenses and 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.

3.3 Expenses of all kinds for conventional penalties.

3.4 In the event of a final termination all project-based insurance premiums paid to the DFG.

4 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.