

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

## Terms and Conditions for the Props, Sets and Wardrobe Insurance (RAV 2013)

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

<b>§ 1</b>	<b>Insured objects</b>	<b>§ 4</b>	<b>Insurance value, sum insured and underinsurance</b>
<b>§ 2</b>	<b>Insured risks and exclusions</b>	<b>§ 5</b>	<b>Calculation of indemnification</b>
<b>§ 3</b>	<b>Losses which are only liable to indemnification to a limited extent</b>		

  

<b>§ 1</b>	<b>Insured objects</b>	<b>§ 3</b>	<b>Losses which are only liable to indemnification to a limited extent</b>
1	Insured are the objects required for producing a film or carrying out an event including animals and plants, however respectively only insofar and in case as the insurance policy holder bears the risk for these.		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:
2	The following are only insured based on a special agreement:	1	Insofar as the motor vehicle was locked on all sides and the offence occurred between 6 am and 10 pm, the maximum indemnification is € 100,000.00.
2.1	Objects, animals and plants with a single insurance value of more than € 15,000.00;	2	Insofar as the vehicle was locked on all sides and the offence occurred between 10 pm and 6 am, the maximum indemnification is € 20,000.00, however a maximum of € 3,000.00 for each stolen object.
2.2	Motor vehicles liable to licensing or insurance.	3	In case an object is stolen from a vehicle which is not locked on all sides the maximum indemnification is € 10,000.00, maximum however € 2,000.00 per stolen object.
3	<b>Not insured are</b>	4	It is deemed equivalent to being locked if the vehicle is constantly occupied by the insurance policy holder or persons commissioned by him
3.1	Picture, sound and data media;	<b>§ 4</b>	<b>Insurance value, sum insured and underinsurance</b>
3.2	Aircraft, rail or motor driven water vehicles;	1	For objects listed individually in the insurance policy the sum insured has to correspond with the insurance value. Upon request proof is to be provided by the insurance policy holder. The legal regulations for the underinsurance shall only apply for individually listed objects.
3.3	Systems and appliances of the media and event technology including accessories and transport containers;	2	If the insurance has been concluded for a total of various objects not described in detail, the insurance policy holder can freely determine the sum insured for this.
3.4	Securities, savings books and means of payment of all kinds;	3	Insurance value is in both cases the replacement value of insured objects of the same type and class. Customs, freight and transport costs in connection with replacement are also to be taken into account.
3.5	Buildings and parts of buildings.	4	If the replacement value cannot be determined the total of the expenses which is necessary for restoring or procuring a comparable object is decisive.
<b>§ 2</b>	<b>Insured risks and exclusions</b>		
1	Indemnification is paid, insofar as an insured object is unforeseeably damaged, destroyed or lost due to external influences.  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	<b>In addition to the losses not insured listed in § 2 of the AVB 2013 the following are excluded:</b>		
2.1	Losses through effects or influences, to which the insured objects are exposed through shooting, insofar as there is a high probability that Losses can be expected due to the concrete circumstances.		

## **§ 5 Calculation of indemnification**

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.

2 In case of destruction or loss of third party objects the insurance value of the object concerned will be reimbursed with the deduction of all discounts or price advantages.

In the case of own objects the indemnification payment of the insurance company increases in the event of loss or destruction to the replacement value, insofar as the object is still required for the project. However, if the object is not replaced or if the loss occurs after completion, the re-placement value is the payment limit in this case, too.

3 Follow-up property damages and also all consequential financial losses will not be reimbursed with the exception of the costs stated in § 4 sub-paragraph 3.

4 Payment limit is still the sum insured listed in the insurance policy or its addendums for the object. If several insured objects are affected by one loss, the maximum indemnification limit is still the total sum insured as agreed in the policy.

5 Residual values remain with the insurance policy holder and shall be deducted from the indemnification.