



Messe München

Exhibitors' Liability Insurance

16.1

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Return to:

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(via German landline 6 cents per call; via mobile phone max. 42 cents per minute)
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Exhibitor	Hall / Stand no.
VAT no.	Contact
Street / P.O. Box	E-mail
Country / Town / Postcode	Tel. with area code and ext. Fax with area code and ext.

Application for Exhibitors' Liability Insurance

Policy no. AS-0470301199

We hereby apply for insurance cover under the insurance policy taken out by Messe München GmbH:

Exhibitors' liability insurance

Insurance cover is provided against the consequences of statutory liability arising from participation in the trade fair, including assembly and dismantling on the trade fair grounds.

The insured amount per insurance case is

EUR 5,000,000.00 for damage to both persons and property.

The above insured amount is the maximum coverage for total accrued claims.

For the basis of contract, conditions and components of this application, see page 2.

The premium is EUR 13.65 for each person working at the trade fair stand, at least, however, EUR 68.25, plus the statutory insurance tax (currently 19%).

Maximum number of persons working

on the stand	x EUR 13.65 =	EUR
		Minimum premium EUR 68.25

plus statutory insurance tax EUR

Gross amount (one-off payment before the beginning of the trade fair) EUR

Insurance cover is provided only **after the insurance company has received payment** of the premium. Please make sure that this application is submitted and payment of the premium is made in good time before the fair.

Please transfer the amount concerned to the following account:

Bank details	Commerzbank München
SWIFT/BIC	DRESDEFF700
IBAN code	DE29 7008 0000 0302 0198 00

Remember to enter AS-0470301199 as the purpose of the bank transfer!

Remittances transferred from outside Germany are to be paid free of bank charges.

Please note

- This form also serves as the insurance certificate which is why no separate insurance certificate nor any invoice will be issued.
- Your copy of the bank transfer is considered proof that an insurance policy exists. Make sure it is readily available for presentation/submission in the event of a claim being filed.

Any contract agreed is concluded directly between the exhibitor and Messe München GmbH's contracting company.

For sales tax purposes: sales tax ID no.: DE 811 150 709; insurance contributions are not subject to sales tax in accordance with the German Sales Tax Act and the 6th EC Guideline.

Place / date	Company stamp and legally binding signature of exhibitor
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■ Basis of contract

This application with the special conditions below, the special conditions for liability insurance in connection with damage caused by environmental influences (**H 6161**), eco-liability insurance for business operations/professions module I (**H 6162**), the general terms of liability insurance (AHB) and other statutory regulations form the basis of this insurance contract. The AHB and the terms and conditions relevant to H 6161 and H 6162 will be sent upon request. The exhibitor herewith dispenses with the issue of an insurance policy.

A copy of the application has been handed over.

■ Written form, completeness of the application

Insurance cover is provided only for the contents of the contract, for which an application has been made in writing. Verbal statements on insurance cover apply only if the insurance company confirms them in writing.

■ Statement of consent to data processing

I hereby consent to the insurance company using data from the application forms or in the course of implementing the contract (on premiums, events insured, changes of risk/contract) in the required scope for

- evaluating the risk and handling reinsurance with the reinsurance company and
- evaluating the risk and claims against other insurance companies directly or through the Federation of the German Insurance Industry or the Association of Private Health Insurance Companies.

The latter shall also apply to the examination of risks for contracts for which I apply here or in future with other insurance companies. In the case of personal insurance, this shall also apply independently of whether or not a contract comes into existence. I also consent to the German companies of the Allianz Group keeping my general application, contract and insurance data in general collections of data and passing them on for storage to the agent who is responsible for me, in as far as this serves the orderly handling of my insurance affairs. Without influencing the contract and revocable at all times, I also consent, as part of regular customer service, to personal data, also on financial services, being stored with the agent or the company and being passed on to the agents or other German companies of the Allianz Group. My consent is effective only if I had an opportunity to take note of the information on data processing.

■ Special conditions

1. Insurance cover is provided

against the consequences of statutory liability of the exhibitor, his Board of Management or persons entrusted with certain tasks in connection with arranging, managing and supervising the trade fair presentation.

2. Insurance cover is also provided

2.1 against the consequences of statutory personal liability of the exhibitor's employees in connection with their work during the trade fair. Claims arising from personal injury, which are based on industrial accidents or occupational diseases sustained at the exhibitor's business under the Code of Social Law VII, are excluded. The same applies to accidents under the civil service regulations, which occur during the course or as a result of the civil servant's work in the office.

2.2 Assembly and dismantling: Insurance cover is provided against the consequences of the exhibitor's liability arising from the assembly and dismantling of the usual trade fair items (eg, stands, lighting, decoration). Damage to objects and the consequences of liability of third firms are not insured.

3. The coverage includes

3.1 contrary to the terms set out under section 7.6 AHB – your statutory liability insurance for damage to buildings or premises hired or rented (not leased) for the event insured due to fire, explosion, mains water or wastewater and due to any other asset loss arising from it.

3.1.1 Excluded from the coverage remain claims

- from your shareholders or their relatives;
- from your legal representatives or such persons as you appoint as

managers or supervisors of the insured operation or part thereof or their relatives;

- from such companies as are associated with you or your partners by way of a majority holding or share a single corporate management;
- in the form of such recourse claims as are covered by the waiver of recourse in accordance with the provisions set out in the agreement concluded by fire insurers for comprehensive insurance claims.

3.1.2 Subject to offsetting of the agreed sum insured per claim and the maximum compensation per claim during the term of insurance, the sum insured for damage to rental items due to fire, explosion, mains water or wastewater amounts to EUR 1,000,000.

3.2 Your statutory liability insurance as defined under section 2.1 AHB due to asset loss from claims occurring during the validity of the insurance.

3.2.1 Excluded from the coverage are claims due to damage

- caused by products manufactured or supplied, work carried out or other services rendered by you (or by your order for your account by third parties);
- caused by planning, advisory, auditing or independent inspection activities or those involving construction or assembly management work;
- arising from advice, recommendations or instructions to economically affiliated companies;
- attributable to brokerage transactions of any kind;
- attributable to information provision, translation and tour operating activities;
- caused by investment, loan, insurance, property, leasing or similar economic transactions, by payment transactions of any kind, by cash management activities as well as due to breach of trust or embezzlement;
- attributable to rationalization, automation, data logging/storage/back up/restoration as well as to the exchange, transmission or provision of electronic data;
- due to the violation of industrial protected rights or copyright as well as of antitrust or competition law;
- due to non-compliance with deadlines, dates, preliminary or cost estimates;
- attributable to breach of duty connected with activities as a former or current member of the management board, management, supervisory board, advisory council or other comparable management or supervisory councils/bodies;
- caused by the conscious deviation from statutory or regulatory requirements, from instructions or conditions issued by the customer or for some other conscious breach of duty;
- attributable to the loss of items e.g. cash, cashless means of payment, securities, savings books, certificates, jewelry or other valuables.

3.2.2 Sum insured/Maximization

The sum insured amounts to EUR 1,000,000 per claim.

This sum is at the same time the maximum compensation for all claims during the term of insurance.

3.3 Your statutory insurance liability arising from the possession, holding or use of the following vehicles not subject to mandatory insurance coverage:

- motor vehicles (e.g. fork-lift trucks) with a maximum speed of no more than 6 km/h;
- self-propelled work machines with a maximum speed of no more than 20 km/h;
- motor vehicle trailers insofar as they are not used in connection with a tractor requiring mandatory insurance coverage.

The vehicle may be used by an authorized driver only.

Authorized drivers are such persons as may use the vehicle with the knowledge and permission of the persons authorized to dispose of the vehicle concerned. You are obliged to ensure that the vehicle is not used by an unauthorized driver. The driver of the vehicle may use the vehicle on public ways or places with the necessary driving permit only. You are obliged to ensure that the vehicle is not used by such driver as does not have the driving permit required. If you violate these obligations, section 26 AHB becomes effective.

4. The following is /are not insured – the exclusions in the AHB notwithstanding –

- 4.1 loss of articles of all kinds,
- 4.2 damage to exhibited items or items handed in for safekeeping (in a cloakroom or elsewhere) and all damage to property arising as a result,
- 4.3 damage of any kind to the clothing of persons involved, to flags and other exhibits, and all damage to property arising as a result,

- 4.4 damage as a result of contagious animal diseases,
- 4.5 damage caused by aircraft of any kind, regardless of whether the owner, pilot or exhibitor is liable,
- 4.6 damage to motor vehicles, water- and aircraft, as well as animals, vehicles, harnesses and saddles brought to or used at the trade fair, and all damage arising as a result,
- 4.7 damage to riders, drivers and pilots as well as to occupants of motor vehicles, water- and aircraft,
- 4.8 consequences of liability of owners as well as of drivers and pilots of motor vehicles and watercraft,
- 4.9 consequences of liability as horse owners.

5. The provisions set out under item 3.1 (3) and item 4 of the AHB do not apply to this insurance.