

**Contingence** Insurance Application/Certificate

You will find further information at section 7.2.3 of the Technical Guidelines

# Application

The application must be completed in full and sent to TROWE Düsseldorf GmbH at the latest 14 days before the start of the event. Applications that are received later can only be given limited consideration. The application is binding until conclusion of the contract, at most 1 month after receipt.

# Premium rates – Minimum Premium 150 € plus fee and insurance **tax.** 0,7 %

for exhibitors from the Federal Republic of Germany

0,9 % for exhibitors from countries bordering the FRG

1,2 % for exhibitors from other EU countries

for exhibitors from all other countries on request

for cancellation of participation of persons due to death, on request accident or illness.

# General Terms and Conditions of Insurance

General Terms and Conditions of the Event Cancellation Insurance form A - Cancellation of the Event (AVB VAV / A 2008).

## Applicable Law, Basis of Agreement

This contract is subject to German law. The basis of this contract is constituted by this application, the insurance policy and any postscripts, in each case including all elements of the contract specified therein.

### **Domestic Jurisdiction**

Any claims arising from the insurance contract may be asserted at the local court competent for the insurer's legal domicile or that of the insurer's branch which manages the contract.

The insurer is entitled to assert outstanding insurance premium payments through the court of law competent for your place of residence. Other statutory jurisdictions may be constituted by the local court of law competent for the domicile or branch of your business or commercial enterprise.

# Complaints

If you are dissatisfied with the service received or in case of dispute regarding the performance of the contract, you may contact the insureer, the insurance broker or the Federal Insurance Supervisory Authority (Bundesaufsichtsamt für das Versicherungswesen), Graurheindorfer Str.108, D-53117 Bonn. For complaints, there is a hotline under Tel. No. +49 (0) 228/422-7777

# Special Conditions to the General terms of Cancellation of an Event Insurance (Form A)

1. Insured is the trade fair / participation at the trade fair mentioned in this application (see points 1 and 3).

Point 2 is deleted and replaced as follows: 2.

1. Commencement of insurance coverage Insurance coverage commences when this application is received by Messe Düsseldorf GmbH (receipt of mail) subject to fulfillment of the following conditions:

- a) The premium shall be paid immediately on presentation of the insurance certificate and of MRH TROWE, TROWE Düsseldorf GmbH's premium invoice (§ 37 of the Insurance Administration Law (VVG) is valid).
- b) At the time of submission of the application no damage is known that has or could have as a result a claim under this policy.
- 2. Expiration of insurance coverage

The insurance coverage ends at the end of the last official day of the insured trade fair.

- When applied for imaginary profit is coinsured up to 10% of the sum 3. insured (see points 3 and 5).
- If an occurrence covered hereunder leads to the exhibitor not being 4. able or not being fully able to make use of his trade fair stand, the insurer shall recompense instead of the additional costs - on the exhibitor's request - the provable costs less earnings for preparation and execution of participation at the insured fair that have already been spent or even still have to be spend due to contractual agreements but that in the proportionate extent to which the stand cannot or not in total be used. (see point 3.2).

Messe Düsseldorf GmbH, Abt. VG-R Postfach 101006, 40001 Düsseldorf Tel. +49(0)211/4560-267, -268 Fax +49(0)211/4560-8542 Submit to MRH TROWE, TROWE Düsseldorf GmbH Immermannstraße 22, 40210 Düsseldorf Tel. +49(0) 211/16896-50

Fax +49(0) 211/16896-54

Political risks clause

This clause shall override anything contained in this insurance inconsistent therewith:

Altering the written terms and conditions of this policy with regard to the insurance of political perils (such as war, civil war or war-like events, confiscation, forfeiture or sovereign intervention, strike, lock-outs, industrial unrest, terrorism, civil unrest or other such civil commotion) irrespective as to whether these have been agreed in writing or in form of printed standard terms and conditions (e.g. DTV German General Rules of Marine Insurance Special Conditions for Cargo, ADS Cargo 1973 - edition 1984, or ICC Conditions) the Insurer may cancel these risks globally under observation for a cancelling period of 48 hours, in as far as in insured transport and/or storage has not yet commenced. The cancellation shall become effective with the lapse of the above mentioned deadline commencing at midnight on that day on which the notification of cancellation was received by the Insured. Cancellation by the leading Insurer shall simultaneously apply to all participating Insurers.

Insurance covers shall be granted for a maximum period of 30 days for storage that has commenced prior to the receipt of notification of cancellation and for storage that is insured under the above mentioned insurance of political perils.

"Dirty Bombs" clause 6.

In extension of point 4.1.7 of the General Terms and Conditions of Insurance Event Cancellation Insurance form A 2008, damage to the insured items is not, however, insured if caused by radioactive isotopes (except nuclear fuels) if these isotopes are provided, transported, stored or used for commercial, agricultural, medical, scientific or other similar, peaceful purposes.

- 7. Point 5.6 is deleted.
- Additionally, up to 3% of the sum insured are covered for: 8.
- Costs for informing visitors and other third parties on the claim situation that arose, in so far as the costs are reasonable and have been agreed to by the insurer.
- 9. The cover provided by the Contingency insurance exists subsidiarily to any insurance contract that the exhibitor might have.

#### Duties of the insured

- Please note the duties that are specified in point 9 of the General Conditions for insurance to cover the cancellation of an event (Form A).
- In addition, fire, explosion, burglary, theft and robbery losses that 2. shall result in a claim under this policy must be reported to the police within 24 hours.
- 3. Any non-observance of duties can result in the insurer being free of liability. (see point 10 General Terms and Conditions of Insurance Event Cancellation form A ).

## **Insurance Broker**

TROWE Düsseldorf GmbH - Versicherungs-Makler

Immermannstr. 22, 40210 Düsseldorf

Telephon: 0211/168 96 - 0 · Telefax: 0211/168 96 - 54

eMail: duesseldorf@mrh-trowe.com

Messrs. MRH TROWE, TROWE Düsseldorf GmbH are authorized to accept claims reports, professed intentions and payments. They are obliged to pass them on to the insurer without delay.

#### Insurer

HDI-Gerling Industrie Versicherung AG

100 %