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1 Subject-matter of insurance

1.1 Insurance cover extends to the loss or damage named in Article 3 which the policyholder incurs as the direct consequence of the cancellation, stoppage or change in the scheduled course of an arranged event.

1.2 An insured event is deemed to have occurred if the arranged event is cancelled, stopped or its scheduled course changed due to circumstances which are demonstrably beyond the control of the policyholder or the organisers commissioned by the policyholder.

2 Duration/extension of policy

2.1 The policy is concluded for the period stated in the insurance certificate.

2.2 Insurance policies with a term of at least one year are extended by one year each, unless terminated by one of the parties by serving written notice of cancellation at the latest three months before expiry.

2.3 If the term agreed is shorter than one year the policy will expire at the date stated in the insurance certificate without notice of cancellation being required.

3 Scope of cover

The insurer indemnifies:

3.1 in case the event is cancelled or stopped, for the total costs demonstrably already expended for the preparation and staging of the event or still to be expended on the basis of contracts; any proceeds realized have to be deducted;

3.2 if the sum insured determined in accordance with Article 5.2 includes the profit expected from the event and a refund is made for any tickets already sold on account of an insured event the insurer will indemnify for the proportionate share of the profit;

3.3 in case the scheduled course of the event is changed, for the additional costs incurred;

3.4 for expenditure incurred by the policyholder in accordance with Section 83 of the Insurance Contract Act (VVG) for the purpose of averting or minimising loss or damage after an insured event has occurred and for the costs of having the loss or damage ascertained by a third party.

4 Exclusions

Whether any cancellation loss as per Article 1 has occurred or not, no insurance cover exists for loss or damage directly or indirectly incurred due to

4.1 the non-appearance of those participating in the event designated in the insurance certificate;

4.2 war, civil war or war-like events and such which arise, regardless of the state of war, from the hostile use of weapons of war or from the presence of weapons of war as a consequence of one of these perils;

4.3 strike, lock-out, labour disturbance, threats of assassination, acts of terror or political violence, regardless of the number of persons involved, riots and other civil commotion;

4.4 sabotage;

4.5 confiscation, deprivation of possession or other acts of authorities;

4.6 the use of chemical, biological or bio-chemical substances or electromagnetic waves as weapons which constitute a public danger, irrespective of any other contributing cause;

4.7 nuclear energy or other ionising radiation;

4.8 lack of potential audience interest;

4.9 financial loss incurred for staging the event covered by the policy, in particular loss due to lack of or drop in potential audience interest or financial support from sponsors, commissioned organisers or other financing bodies;

4.10 fluctuations in currency rates;

4.11 financial difficulties on the part of the policyholder;

4.12 the influence of weather at open-air events;

5 Determination of sum insured

5.1 The sum insured for a single event must correspond to the amount of costs to be incurred for staging the event, taking account of any insured items and deducting any non-insured items. These costs must be calculated with utmost care. They include also those costs which are financed from sponsors' funds.

5.2 Furthermore, the profit to be expected can also be insured. The amount of profit is to be determined according to reasonable commercial assessment.

5.3 If during the insurance period the sum insured should turn out not to be sufficient, the policyholder has the right to demand that this sum be adequately increased from inception of the policy, with the amount of total costs designated in the proposal for insurance being amended in this case. Such increase is only possible as long no claim has been reported to the insurer.

5.4 The policyholder has the right to apply for contingency coverage for up to 25% of the sum insured determined according to Article 5.1, in order to make provision for a potential increase in costs during the insurance period.

6 Limit of indemnity

6.1 The indemnity payable by the insurer is limited by the amount stated in the insurance policy (limit of indemnity).

6.2 Insofar as certain cost items are not insured, no indemnity will be paid in case of an insured event for any costs in the meaning of Articles 3.1 and 3.2 which refer to these cost items; these costs will also not be recognised as costs incurred for minimising the loss.

6.3 If the sum insured stated is substantially lower than the value to be insured at the time when the insured event occurs, an indemnity will only be paid at the ratio of the sum insured to the value to be insured.

6.4 The insurer's duty to indemnify for all insured events that occur during the insurance period is limited by the sum insured (limit of indemnity).

6.5 On occurrence of an insured event, the policyholder has the right to apply for reinstatement of the original limit of indemnity. A surcharge premium is levied for reinstating the sum insured, such premium to be measured pro rata temporis of the policy premium.

7 Obligation of policyholder to disclose

7.1 Completeness and accuracy of information about circumstances material for assessing the risk

7.1.1 Until he submits his proposal for insurance the policyholder must have disclosed to the insurer all circumstances of which the policyholder is aware or which were inquired about by the insurer in written form if these are material for the insurer's decision to grant the policy with the agreed content. The obligation to disclose also extends to any question in the meaning of phrase one above which the insurer may raise after the policyholder has submitted the proposal for insurance but before the insurer has accepted the policy.

7.1.2 Circumstances material for assessing the risk include those which might influence the insurer's decision to grant the policy at all or with the content agreed.

7.1.3 If the policy is agreed by an agent of the policyholder who is aware of the circumstance material for assessing the risk, the policyholder will be treated as if having himself had knowledge of that circumstance or having fraudulently concealed it.

7.2 Rescission

7.2.1 Prerequisites of rescission

Any incomplete and inaccurate information about the circumstances material for assessing the risk will give the insurer the right to rescind the insurance policy.

7.2.2 Exclusion of right of rescission

The insurer has no right to rescind the policy if the policyholder demonstrates that he supplied the inaccurate or incomplete information neither wilfully nor through gross negligence.

There is no right of the insurer to rescind the policy for a grossly negligent violation of the obligation to disclose if the policyholder demonstrates that the insurer would have granted the policy – albeit at other conditions – even if he had been aware of the circumstances not disclosed.

7.2.3 Consequences of a rescission

No insurance cover is in effect if the policy is rescinded.

If the insurer rescinds the policy after an insured event has occurred, he cannot decline insurance cover if the policyholder demonstrates that the circumstance disclosed inaccurately or incompletely has neither been the cause that triggered the insured event nor impacted on the assessment or size of the indemnity. However, no insurance cover is in effect if the policyholder fraudulently violated the obligation to disclose.

The insurer is entitled to receive that portion of the premium which is due for the period elapsed until the date of effect of the rescission.

7.3 Cancellation

If the insurer's right to rescind the policy is excluded as the violation of the obligation to disclose was committed neither wilfully nor through gross negligence, the insurer may cancel the policy by giving one month's notice.

The right to cancel the policy is excluded if the policyholder demonstrates that the insurer would have granted the policy – albeit at other conditions – even if he had been aware of the circumstances not disclosed.

7.4 Retroactive amendment of the policy

If the insurer cannot rescind or cancel the policy as he would have granted it – albeit at other conditions – even if he had been aware of the circumstances not disclosed, such other conditions will retroactively govern the policy if the insurer so demands. In the case of the policyholder not being responsible for the violation of obligations the other conditions will govern the policy as from the current insurance period.

If the amendment of the policy gives rise to a premium that is more than 10 percent higher than that originally agreed, or if the insurer excludes the circumstance not disclosed from the insurance coverage, the policyholder may cancel the policy within one month from having received the corresponding communication from the insurer by giving written notice, without, however, being bound by any period of notice.

7.5 Exercise of rights by the insurer

The insurer must assert the rights available to him according to Articles 7.2 through 7.4 in written form within one month. This delay starts to run at the time when the insurer becomes aware of the violation of the obligation to disclose which gives rise to the corresponding right of the insurer. The insurer must identify those circumstances on which he bases the exercise of his right; he is allowed to supply additional circumstances for justifying the exercise of his right for as long as the one-month delay has not elapsed with respect to these additional circumstances.

The insurer may only avail himself of the rights pursuant to Articles 7.2 through 7.4 if he alerted the policyholder by special communication in written form to the consequences which a violation of the obligation to disclose may have.

The insurer may not exercise the rights according to Articles 7.2 through 7.4 if he was aware of the non-disclosed risk circumstance or inaccuracy of the disclosure made.

7.6 Avoidance

The insurer's right to avoid the policy on the grounds of wilful deceit remains unaffected. In the event of avoidance the insurer is entitled to receive that portion of the premium which is due for the period elapsed until the date of effect of the avoidance.

8 Aggravation of risk

8.1 Definition of aggravation of risk

An aggravation of risk is deemed to have occurred if after the submission of the proposal for insurance existing circumstances change a way which would increase the probability of an insured event occurring or a loss amount being boosted or increase the probability of an unjustified claim being made under the policy.

In particular but not only, an aggravation of risk is deemed to have occurred if a circumstance material for assessing the risk changes about which the insurer inquired about before granting the policy.

An aggravation of risk according to Article 8.1 is not deemed to exist where the risk increases just slightly or is to be considered covered in the light of the prevailing circumstances.

8.2 Obligations of the policyholder

After having submitted his proposal for insurance the policyholder may not aggravate the risk or allow such aggravation to a third party without having obtained the insurer's consent.

If the policyholder realizes at a later time that he increased the risk or allowed such increase without having the insurer's consent, the policyholder must notify the insurer forthwith.

Any aggravation of risk which occurs independent of the policyholder's will after he has submitted his proposal for insurance must be advised to the insurer as soon as the policyholder becomes aware thereof.

8.3 Cancellation/amendment of policy by the insurer

8.3.1 Cancellation by the insurer

If the policyholder violates the obligations incumbent on him pursuant to Article 8.2, the insurer may cancel the policy forthwith, without being bound by a period of notice, provided that the policyholder violated the obligation wilfully or by gross negligence. If the violation is committed by simple negligence, the insurer has the right to cancel the policy by giving one month's notice. The insurer may not cancel the policy if the policyholder demonstrates that the violation of obligations occurred due to a cause outside his control.

8.3.2 If the insurer becomes aware of an aggravation of risk in one of the cases described in Article 8.2, he may cancel the policy by giving one month's notice.

8.4 Amendment of policy

In lieu of cancelling the policy the insurer may also demand an increased premium in line with his business principles as from the date of the aggravation of risk, or he may exclude the aggravated peril from the insurance coverage.

If the amendment of the policy gives rise to a premium that is more than 10 percent higher than that originally agreed, or if the insurer excludes the aggravated peril from the insurance coverage, the policyholder may cancel the policy within one month from having received the corresponding communication from the insurer by giving written notice, without being bound by any period of notice. In his communication, the insurer must alert the policyholder to this right of cancellation.

8.5 Forfeiture of insurer's rights

The rights of the insurer to cancel or amend the policy become forfeited unless exercised within one month from the insurer having become aware of the aggravation of risk or if that condition is reinstated which existed before the aggravation of risk.

8.6 Scope of insurance cover

If an insured event occurs after the risk has been aggravated, the insurer will not be obliged to indemnify in the case of the policyholder having wilfully violated the obligations incumbent on him pursuant to Article 8.2. If such a violation is committed by gross negligence, the insurer will have the right to reduce the amount of indemnity payable at a ratio corresponding to the weight of the policyholder's fault. The onus of demonstrating that no gross negligence exists is on the policyholder.

8.7 In the event of an aggravation of risk as defined in Article 8.1 occurring the insurer will not be obliged to pay an indemnity if the violation of obligations was committed wilfully and the insured event occurs later than one month from that time at which the insurer should have received the advice of the aggravated risk. If the policyholder violates his obligations by gross negligence, phrases 2 and 3 of Article 8.6 apply analogously. The insurer will remain obliged to indemnify if he was aware of the aggravation of risk at the time mentioned in phrase 1.

8.8 The insurer will also remain obliged to indemnify

8.8.1 if the policyholder demonstrates that the aggravation of risk neither triggered the insured event nor impacted on the size of the indemnity due, or

8.8.2 if the delay available to the insurer for cancelling the policy had expired at the time when the insured event occurred and no such cancellation had been made.

9 Premium

9.1 First premium

9.1.1 The first or one-off premium is due forthwith on expiration of two weeks from receipt of the insurance certificate. If a payment by instalments of the annual premium was agreed, the first premium is defined as the first instalment of the first annual premium.

9.1.2 Delayed inception of insurance cover

If the policyholder does not pay the first or one-off premium when due but only at a later time, the insurance cover will only incept at that later time, provided that the policyholder has been alerted to this legal consequence by separate communication or an eye-catching hint in the insurance certificate. This does not apply, however, if the policyholder demonstrates that he cannot be blamed for the non-payment.

9.1.3 Rescission

If the policyholder does not pay the first or one-off premium when due, the insurer may rescind the policy as long as the premium has not been paid. The insurer may not rescind the policy if the policyholder demonstrates that he cannot be blamed for the non-payment.

9.2 Subsequent premium

9.2.1 Due date of payment

Subsequent premiums become payable at the agreed time.

9.2.2 Default

If a subsequent premium is not paid when due, the policyholder will be considered to be in default without reminder being required, unless he cannot be blamed for the delayed payment. The insurer has the right to claim compensation for any loss sustained due to the policyholder's default.

9.2.3 Request for payment

If a subsequent premium is not paid when due, the insurer may set the policyholder – at the latter's cost – a written deadline for payment of at least two weeks. The notice setting the deadline is only effective if it details the amounts of premium, interest and costs due and points out the legal consequences of not observing the deadline.

9.2.4 No insurance cover

If the policyholder is still in default with payment on expiration of this deadline, no insurance cover will exist from the day of expiration to the day of actual payment, provided that the policyholder was alerted to this legal consequence in the request for payment.

9.2.5 Cancellation

The insurer may then cancel the policy forthwith without being bound by a period of notice if he alerted the policyholder to this consequence in the request for payment.

If the insurer cancelled the policy and the policyholder pays the amount in question within one month thereafter, the policy will continue. However, no cover will exist for any insured event that occurs from the day when the notice of cancellation is received to the day when payment is made.

9.3 Premium in case of premature termination of the policy

9.3.1 In the event the insurance relationship being terminated before expiration of the agreed period the insurer will only be entitled to that portion of the premium which is proportionate to the actual period of cover granted. If the insurance relationship is terminated by rescission on the grounds of a violation of the obligation to disclose or by the insurer's avoidance on the grounds of fraudulent deceit, then the insurer is entitled to the premium for the period

until the date of effect of the rescission or declaration of avoidance. In case of rescission by the insurer on the grounds of the premium having become due, he is entitled to a reasonable management fee.

9.3.2 In the event of cancellation by the policyholder after the occurrence of an insured event the insurer is only entitled to that portion of the premium which is proportionate to the actual policy period elapsed. If the insurer cancels the policy he has to return the premium for the then current insurance year pro rata of the elapsed portion of the insurance year to the entire insurance year.

10 Obligations

10.1 The policyholder must in good time take all the precautions and measures necessary to stage the insured event.

10.2 The policyholder is obliged to keep books according to commercial principles which show the respective costs expended for events.

10.3 The policyholder must take the greatest possible care in selecting the organiser.

10.4 The policyholder must ensure that all contracts that concern the event are concluded in written form.

10.5 The policyholder must without delay notify the insurer of every occurrence that could lead to a cancellation loss.

10.6 The policyholder is obliged to undertake – preferably in consultation with the insurer – all action possible and reasonable in the circumstances to avert or minimise a cancellation loss.

10.7 The policyholder is obliged to provide the insurer with all the requested information, insofar as this appears necessary to ascertain the loss and, on request, to allow books and records to be inspected.

10.8 The policyholder is obliged to secure rights of recourse against responsible third parties, not to cede such rights and to support the insurer in enforcing such recourses. Any error in asserting rights of recourse against third parties does not relieve the insurer of his liability to indemnify.

11 Consequences of a violation of obligations

11.1 If the policyholder infringes an obligation to be fulfilled under this policy before an insured event occurs, the insurer may cancel the policy forthwith and without being bound by a period of notice within one month from having learnt about the violation of obligations. No right to cancel the policy will exist if the policyholder demonstrates that the violation of obligations was committed neither wilfully nor by gross negligence.

11.2 If one of the obligations under this policy is violated deliberately, the policyholder loses his insurance cover. In case of an obligation being infringed by gross negligence the insurer will have the right to reduce the indemnity payable at a ratio that corresponds to the gravity of the policyholder's fault. Insurance cover may cease to exist fully or partly after an obligation to disclose is violated on occurrence of an insured event provided that the insurer had alerted the policyholder to this consequence by separate written notice.

If the policyholder demonstrates that the violation of obligations was not committed wilfully or by gross negligence, the insurance cover will remain in effect.

11.3 The insurance cover will also remain in effect if the policyholder demonstrates that the violation has neither been the cause that triggered the insured event nor impacted on the assessment or size of the indemnity. This provision does not apply, however, if the policyholder fraudulently violated the obligation.

11.4 These provisions apply irrespective of the insurer's exercise of the right to cancel the policy according to 11.1 above.

12 Indemnity

12.1 The indemnity is paid two weeks after its definitive amount has been determined by the insurer. However, the lowest amount to be paid pursuant to the facts of the case may be claimed as a payment on account one month after the insured event has been notified. This delay does not run for as long as the findings cannot be completed due to fault on the part of the policyholder.

12.2 If official investigations or criminal proceedings are initiated against the policyholder or one of the organisers commissioned in the context of the insured event, the insurer may postpone the payment of an indemnity until such proceedings have been finally settled.

13 Circumstances resulting in forfeiture; wilful deceit

13.1 If the insured event is caused by wilful action of the policyholder, organiser or persons named in the insurance certificate, the insurer will be relieved of his duty to indemnify.

13.2 If the insured event is caused by the gross negligence of the policyholder, organiser or persons named in the insurance certificate, the insurer will have the right to reduce his indemnity at a ratio that corresponds to the gravity of the fault.

13.3 If the policyholder commits an act of wilful deceit when assessing the loss, the insurer will be relieved of his duty to indemnify.

14 Insurance for other account

14.1 Insofar as the insurance is taken out for other account, the policyholder has the right to dispose of the rights of the insured person in his own name. The policyholder has the right, without the approval of the insured person, to receive compensation or to transfer the rights of the insured person, even if the policyholder is not in possession of the insurance certificate. However, before paying an indemnity, the insurer may demand a proof that the insured person has granted approval of the indemnity to be paid out.

14.2 The insured person may not dispose of his rights, even when he is in possession of the insurance certificate. The insured may only demand the indemnity to be paid to him after having obtained the policyholder's approval.

14.3 Insofar as the knowledge and conduct of the policyholder are of legal significance, the knowledge and conduct of the insured person are also considered.

15 Arbitration

15.1 After an insured event has occurred, the policyholder and the insurer may agree that the extent of the loss or damage be established by experts. By agreement, the arbitration procedure may be extended to take in other actual prerequisites of the claim to be indemnified as well as the amount of indemnity. The policyholder may also demand an arbitration procedure by sending the insurer a unilateral declaration to that effect.

15.2 The following provisions apply to the arbitration procedure:

15.2.1 Each party appoints an arbitrator in writing and may then inform the other party in writing of its appointed arbitrator and require that the other party appoint the second arbitrator. If the second arbitrator is not appointed within two weeks of receipt of the demand, the requiring party may have him nominated by the local court responsible for the place of loss or damage. The letter of demand must refer to this consequence.

15.2.2 The two arbitrators nominate a third arbitrator in writing as umpire before starting their investigations. If they are unable to agree, the umpire will be nominated by the local court responsible for the place of loss or damage upon application by one of the parties.

15.2.3 The insurer may not nominate any person as arbitrator who is employed by the policyholder or has on-going business relationships with the latter or who works for competitors or business partners of the policyholder or has a similar relationship with either of them.

15.2.4 The same applies analogously to the nomination of the umpire by the arbitrators.

15.3 The report of arbitrators must contain:

15.3.1 all costs incurred for the event covered by the policy or still to be expended for it on the basis of contracts;

15.3.2 all income earned from the event covered by the policy.

15.4 The arbitrators report their findings to both parties at the same time. If their findings diverge, the insurer will pass these on to the umpire without delay. The latter decides upon the remaining points of dispute within the limits drawn by the findings of the arbitrators and reports his decision to both parties at the same time.

15.5 Each party bears the costs of its own arbitrator. The costs of the umpire are split in half, one half to be borne by each of the parties.

15.6 The reports of the arbitrators or the umpire are binding, unless it can be demonstrated that they clearly fail to reflect the actual situation. The insurer uses these binding reports to calculate the amount of indemnity in accordance with items 15.3 and 15.5.

15.7 The policyholder's obligations under Article 10 are not affected by the arbitration procedure.

16 Recourse

If the policyholder has a claim to be indemnified for the loss or damage by a third party, this claim right is transferred to the insurer in accordance with Section 86 VVG, insofar as the insurer indemnifies the policyholder for the loss or damage.

The insurer may take recourse if loss or damage is caused by demonstrably false statements made by an insured person or by wilful infringement of one of the contractual obligations undertaken by them towards the policyholder.

17 Multiple insurance

17.1 Definition

Multiple insurance is deemed to exist if an interest is insured with several insurers against the same risk and the total of sums insured exceeds the insured value, or if the total of indemnities which would have to be paid by each of the insurers if the other policy/policies did not exist exceed the overall loss for other reasons.

17.2 Annulment and adaptation of policy

17.2.1 If multiple insurance occurs without the policyholder being aware thereof, he may demand that the later agreed policy be annulled.

17.2.2 The policyholder may also demand that the sum insured be reduced to that amount which is not covered by the earlier agreed policy; in this case a corresponding reduction of the premium has to be made.

17.3 Exercise of rights

The right to demand an annulment of policy or reduction of sum insured expires unless it is exercised by the policyholder within one month from having become aware of the multiple insurance. The annulment or reduction takes effect at the time when the declaration demanding it is received by the insurer.

17.4 Fraudulent multiple insurance

If the policyholder took out multiple insurance cover with the intention of gaining an illicit financial advantage, any policy agreed with such an intention is invalid; the insurer will then be entitled to receive the premium due until the time when he becomes aware of the circumstance that causes the invalidity.

18 Co-insurance/conduct of lawsuits

18.1 If several insurers participate in this policy, the insurers named in the insurance certificate participate with the shares set against their names. The insurer named first is the leading insurer in charge of managing the insurance policy.

18.2 All agreements made between the leading insurer and the policyholder are binding on the other insurers. This applies, in particular, in favour of the policyholder as far as the claims settlement is concerned. However, the leading insurer is not authorised to increase the sum insured without obtaining the consent of the co-insurers, each of whom has to declare his approval individually. If the participating insurers do not declare their consent, the leading insurer will also be liable for the shares of the co-insurers if an unreserved declaration on increase is issued.

18.3 In case of disputes arising from this policy, the policyholder will only take legal action against the leading insurer and only for the leading insurer's share.

18.4 The other insurers participating in the policy recognise a court decision in favour of the policyholder which is passed against the leading insurer as binding on them.

18.5 If the leading insurer's share does not cover the minimum sum required for revision or appeal, the policyholder will have the right, and at the request of the leading insurer or one of the co-insurers be obliged, to extend the claim to the second insurer, and if necessary to a third and further insurers, until this sum is reached. If this requirement is not observed, Article 18.4 will not apply.

18.6 The leading insurer has the right to pursue claims to payment of premiums in his name for the account of all insurers participating in this policy.

19 Termination on occurrence of an insured event

19.1 After an insured event has occurred both parties may cancel the policy. Cancellation has to be declared by a written notice that must have been received not later than one month from completion of the settlement negotiations.

19.2 The insurer is bound by a period of notice of one month. If the policy is cancelled by the policyholder, he may determine that his cancellation be effective either forthwith or at a later date, however not later than at the end of the current insurance period. A cancellation declared by the insurer becomes effective one month from the receipt of the notice by the policyholder.

19.3 If cancellation is declared by the insurer, he will be obliged to return the premium pro rata of the non-elapsed insurance period.

20 Period of limitation

20.1 Claims from the insurance policy become time-barred three years from the end of that year in which the claim arose and the policyholder became aware, or without gross negligence could have become aware, of circumstances that would justify a claim under the policy.

20.2 If a claim under the policy has been notified to the insurer, the period from the time of notification to the receipt of the written decision of the insurer will not be counted towards the mentioned delay.

21 Place of jurisdiction

21.1 Legal action against the insurer

The place of jurisdiction for legal action instituted against the insurer in connection with the insurance policy is at the insurer's seat or the domicile of the insurer's branch establishment in charge of the insurance policy.

21.2 Legal action against the policyholder

If the policyholder is a natural person any legal action against him connected with the insurance policy has to be

instituted before that court which has jurisdiction for the person's place of permanent residence or, if there is no place of permanent residence, for the place of the person's habitual abode. If the policyholder is a juridical person, legal action may also be instituted against him before the court competent for the place of the policyholder's seat or branch establishment. The same applies if the policyholder operates his business as a general partnership, limited partnership, private partnership or registered partnership company.

21.3 Unknown residence of policyholder

If neither the policyholder's place of permanent residence nor place of his habitual abode are known at the time when legal action is instituted, or if the policyholder relocated his

permanent residence or habitual abode to a place outside the territorial scope of validity of the Insurance Contract Act after agreement of the policy, the place of jurisdiction for all disputes connected with this insurance policy will be at the insurer's seat or the domicile of the insurer's branch establishment in charge of the insurance policy.

22 Concluding provisions (applicable law)

This insurance policy is governed by the law of the Federal Republic of Germany. Unless specified otherwise in the foregoing conditions of insurance, the provisions and regulations of the Insurance Contract Act (VVG) apply, in particular.

These clauses are only valid if they are agreed separately and individually.

Clause 1 – Waiver of written form

The insurer waives fulfilment of the obligation under Article 10.4 of Gen. Con. Cancellation of Event/A 2008.

Clause 2 – Cover of the influences of weather

Article 4.12 of Gen. Con. Cancellation of Event/A 2008 is amended in that the cancellation of events in view of atmospheric influences which could endanger the life or limb of audience or artists is covered by the insurance. In the case of windstorms, the local wind movement must be at least force 8 of the Beaufort scale.