Messe München

Exhibitors' Liability Insurance

17.1b

Heim+Handwerk / FOOD & LIFE
November 27 – December 1, 2019

Return to:
GHM – project management Heim+Handwerk
FOOD & LIFE 2019
Paul-Wassermann-Str. 5 | 81829 München | Germany
Fax +49 89 189149-139
heim-handwerk@ghm.de

For forwarding to:
MÜNCHENER ASSEKURANZ GMBH
80283 München | Germany
Tochtergesellschaft der aus dem Handwerk hervorgegangenen Versicherungsgruppe
MÜNCHENER VEREIN

For forwarding to:
Allianz Versicherungs-AG
Abt. S03-HB-FHB1 | 85769 Unterföhring | Germany
Tel. +49 89 92529 63212
Fax domestic 0800 4400101 | Fax foreign countries +49 89 207002911
(via German landline 6 cents per call; via mobile phone max. 42 cents per minute)
melanie.schreglmann@allianz.de

A service of GHM Your Fair Partner

Exhibitor	Hall / Stand no. / Outdoor exhibition area / Block
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

We hereby apply for insurance cover under the insurance policy taken out by GHM Gesellschaft für Handwerksmessen mbH :

Exhibitors' liability insurance
Insurance cover is provided against the consequences of statutory liability arising from participation in the trade fair, including stand set-up and dismantling at the exhibition center or on its 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 bases of the contract, conditions and components of this application, see page 2.

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

Max. no. of persons working on stand x EUR 13.65 = EUR

Minimum premium EUR 68.25

Plus statutory insurance tax EUR

Gross premium (to be paid on a one-off basis before the beginning of the trade show) 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.

Only applicable for banks **in Europe**:

SEPA direct debit mandate
This one-off amount is to be deducted from the account stated.

IBAN code

SWIFT / BIC

Name and address of the bank / branch

Name and signature if different from account holder

Remittances transferred from outside Germany are to be paid for the gross amount free of bank charges.

Creditor ID number: Allianz-Versicherungs-AG
DE10 ZZZ0 0000 0518 78

The authorization number for this insurance will be notified to you at a later date.

The contract shall exist directly between the exhibitor and GHM contracting company.

For sales tax purposes: sales tax ID no.: DE 811 150 709; insurance premiums 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

Print Save

Closing date: October 16, 2019

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;
- caused by 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,

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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.

Messe München

Transport and Exhibition Goods Insurance

17.2 b

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MÜNCHENER ASSEKURANZ GMBH
80283 München | Germany
Tochtergesellschaft der aus dem Handwerk hervorgegangenen Versicherungsgruppe
MÜNCHENER VEREIN

For forwarding to:
Allianz Esa cargo & logistics GmbH
10900 Berlin | Transport Betrieb | Germany
Tel. +49 711 1292-63141 | Fax +49 711 1292-23406
sw-fb-trb-gr1@allianz.de

A service of GHM Your Fair Partner

Exhibitor

Hall / Stand no. | Outdoor exhibition area / Block

VAT no.

Contact

Street / P.O. Box

E-mail

Country / Town / Postcode

Tel. with area code and ext. | Fax with area code and ext.

In accordance with Section 9 of the General Terms of Participation A, GHM Gesellschaft für Handwerksmessen mbH does not accept any liability for damage to or loss of exhibits.

GHM Gesellschaft für Handwerksmessen mbH has taken out an outline insurance policy with

Allianz Esa cargo & logistics GmbH
D-10900 Berlin

This policy provides an extensive insurance cover adequate for the requirements for the account and in favour of each exhibitor.

Please apply in time for the necessary insurance policies before the risk begins because the insurance cover will only become effective after payment of the premium.

We hereby apply for the following insurance cover within the framework of the insurance policy concluded by GHM Gesellschaft für Handwerksmessen mbH:

1. **Exhibition insurance**
   (excluded are jewelry, gold and silverware, watches, stamps and vehicles, for which special insurance agreements and premiums are to be concluded on a case-by-case basis.)

Total insurance sum / EUR
(acc. to list of valuables, see page 2)

Basic premium for the duration of stay and

– Transportation within Munich to and from exhibition site	3.0 ‰
– Transportation within Germany to and from exhibition site	4.0 ‰
– Transportation to and from exhibition site to / from countries bordering on Germany	4.5 ‰
– rest of Europe (excl. CIS)	5.5 ‰
– other countries	by special agreement

Extra premium for breakage of delicate objects, e.g. glass, porcelain, terra cotta, gypsum plaster, marble, fluorescent tubes, glass show cases, etc. and models

from part value of **EUR** _____ 20 ‰

Minimum premium EUR 51.00

2. **The statutory insurance tax at the current rate will be added to the premium.**

3. The relevant general insurance conditions shall apply for the aforementioned types of insurance.

4. Only applicable for banks **in Germany**:

SEPA direct debit mandate
This one-off amount is to be deducted from the account stated. This authorization, which can be revoked at any time, also applies for substitute contracts.

IBAN code

SWIFT / BIC

Name and address of the bank / branch

Name and signature if different from account holder

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

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

Any contract agreed is concluded directly between the exhibitor and GHM Gesellschaft für Handwerksmessen mbH's contracting company.

Please remember

to fill in and fax the second page, too.

Place / date

Company stamp and legally binding signature of exhibitor

Print | Save

Closing date: October 16, 2019

Status: May 2019

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Transport and exhibition insurance
Insurance cover will be provided without any interruption for transportation to and from the exhibition site (assuming proper packaging and handling) incl. the stay on the exhibition site for the period of the trade fair itself, including pre- and post-storage time necessary for installing and dismantling exhibits and items of equipment.

This insurance covers in particular damage caused by

– accidents during transport, industrial accidents, force majeure, fire, burglary, ordinary theft, mains water, leakage, ordinary breakage and damage including wanton and malicious damage caused by a third party.

This insurance does not, however, cover damage to exhibits occurring when putting into operation or during demonstration or damage due to the effects of weather and storm to exhibits set up in the open air.

Living animals and plants are not covered by this insurance.

Exhibitors from countries with which no special agreements on premiums exist are advised to send in the application form in time so that a quotation can be submitted before the risk begins.

Irrespective of separately agreed insurance cover against the risk of theft of all kinds, objects housed on the exhibition site shall only be insured if the exhibition stand is watched during setting up and dismantling and during visiting hours up until the halls close, either by employees of the policy holder or by specially employed guards, and if the exhibition halls are guarded during the night.

List of valuables

Exhibits
(List of exhibits to be insured, specify individual value per exhibit)

Items of equipment
(List of stand equipment items to be insured, specify individual value per item)

I hereby consent to the insurer forwarding data obtained from the application forms or in the course of implementing the contract (on premiums, claims, changes of risk / contract) to other insurers to the extent required for evaluating risks and claims. This consent also applies to the examination of risks for (insurance) contracts for which I apply with other companies or to future applications.

I also consent to the insurers of 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, insofar as this serves the orderly handling of my insurance affairs.

I also consent, until such time as it is revoked and as part of regular customer service, to personal data being stored with the agent or the company and being passed on to the agents or other companies of Allianz Group, whereby all Allianz Group employees and agents are to meet their general and specific obligations of confidentiality.

My consent is effective only if I have had a reasonable opportunity to note the contents of the insurer's Notice on Data Processing.

Place / date

Company stamp and legally binding signature of exhibitor