

Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.
Other conditions may be agreed.
In case of deviations, only the German wording shall be binding and prevail.

DTV Cargo Insurance Conditions 2000/2011 (DTV Cargo 2000/2011)

Special Terms and Conditions for the Open Cover of Goods at Exhibitions and Trade Fairs November 2011 Version

GDV standard conditions

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1 Subject matter of the insurance

If goods at exhibitions or trade fairs are insured under a DTV Cargo All Risks/Open Policy 2000/2011, the following special terms and conditions apply.

2 Insured exhibition and trade fair goods

Exhibition and trade fair objects are defined as goods and items displayed at exhibitions and trade fairs, including the associated stand facilities and consumer goods.

The personal effects of stand personnel are covered only if expressly agreed.

3 Excluded perils and losses/damage

Supplementary to sections 2.4 and 2.5 of the DTV Cargo Insurance Conditions 2000/2011, the following are excluded:

- 3.1 risks associated with atmospheric conditions and the impact of weather on goods exhibited in tents or in the open air at exhibitions or trade fairs;
- 3.2 the risk of loss, including the risk of petty theft,
 - of valuables or
 - consumer goods;
- 3.3 the risks associated with processing, use or the presentation itself. The above also includes loss of and/or damage to exhibition or trade fair goods caused by a fire to which they are exposed in the course of their intended use.

4 Duration of insurance

Supplementary to sections 8 and 9 of the DTV Cargo Insurance Conditions 2000/2011, cover is provided for the transport of the goods to and from the place of the exhibition or trade fair, for the installation and dismantling period as well as for the duration of the exhibition

or trade fair within the storage period to be agreed in accordance with section 9.1 of the DTV Cargo Insurance Conditions 2000/2011.

It is possible to extend this period. The Insurer is then due an additional premium to be agreed.

5 Obligations

5.1 Supplementary to section 7.1 of the DTV Cargo Insurance Conditions 2000/2011, the Policyholder shall provide a list of the insured goods and their values.

5.2 Supplementary to section 7.1 of the DTV Cargo Insurance Conditions 2000/2011, the Policyholder, the Insured and/or a person authorised by them shall supervise the exhibition or trade fair goods at the location of the exhibition or trade fair at all times. Said supervision is not required when the exhibition halls are locked and guarded. These precautions also apply mutatis mutandis to insured exhibition or trade fair goods located in the open air as well as during delivery and removal of the goods.

5.3 Supplementary to section 7.1 of the DTV Cargo Insurance Conditions 2000/2011, the Policyholder shall notify the relevant police authorities without delay of any loss or damage as a result of a fire, explosion, theft or robbery and shall also provide without delay a list of all exhibition or trade fair goods lost. This shall not affect the Policyholder's obligation to immediately report to the Insurer in writing any loss or damage under section 15.1 of the DTV Cargo Insurance Conditions 2000/2011.

5.4 Notwithstanding sections 7.2 (1) and section 15.5 of the DTV Cargo Insurance Conditions 2000/2011, the following applies:

5.4.1 If the Policyholder wilfully breaches one of its obligations under the insurance contract, it shall forfeit its insurance cover.

- 5.4.2 In the case of breach of obligation due to gross negligence, the Insurer is entitled to reduce its indemnification in proportion to the degree to which the Policyholder was at fault.
- 5.4.3 If the Policyholder breaches a duty of notification or disclosure that arises after the occurrence of an insured event, its insurance cover may be partially or completely withdrawn provided the Insurer had already informed it in a separate written communication of the legal consequences of said breach.

6 Indemnification

- 6.1 The Insurer indemnifies
- 6.1.1 the Insured value of the lost exhibition or trade fair goods;
- 6.1.2 in the case of damage to the exhibition or trade fair goods and the reusable packaging, the repair costs at the time of an insured event.
- 6.2 Claims for depreciation in value are recoverable only if the exhibition or trade fair goods can no longer be returned to their former state of use by replacement or repair.
- 6.3 The total amount of the indemnifications payable under sections 6.1 and 6.2 shall not exceed the sum insured. Any residual value counts towards the indemnification.

7 Insured value

Notwithstanding sections 10.2 to 10.5 of the DTV Cargo Insurance Conditions 2000/2011, the following applies:

- 7.1 The insured value is the fair market value of the exhibition or trade fair goods or, failing that, their fair value at the point of dispatch upon commencement of cover.
- 7.2 The fair market value is defined as the market value less any cost savings. The market value is defined as the average price of the exhibition or trade fair goods in the relevant market; the relevant market may be either the sales market or procurement market, depending on the circumstances.
- 7.3 The fair value is the sales price achievable by the Policyholder for the exhibition or trade fair goods less any cost savings.