



General Conditions for the Insurance of Musical Instruments (GCI)

(version 1994/2008/2016/2019)

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1. Insured perils, territorial scope of application

- 1.1. The insurer is liable inside and outside the policyholder's domicile for damage to or loss of an insured object.
- 1.2. The insurance covers in particular damage caused by: Transport, transport accident, theft, loss, misappropriation, embezzlement, robbery, extortion, swapping, abandonment, fire, lightning, explosion, water and natural events.
- 1.3. The insurance extends without interruption to the time during which the insured object is in use, in transit or in temporary rest.
- 1.4. The insurance cover also applies if the insured object is handed over to third parties for use or in custody: in such cases, however, these third parties may not be released from the obligations incumbent upon them under the Civil Code.
- 1.5. The insurance applies to the countries specified in the insurance policy.

2. Excluded perils and damages

- 2.1. The following hazards are excluded
 - 2.1.1. of war, civil war or warlike events and those arising, irrespective of the state of war, from the hostile use of implements of war as well as from the presence of implements of war as a consequence of one of these hazards;
 - 2.1.2. of strikes, lockouts, industrial unrest, acts of terrorism or political violence, regardless of the number of persons involved, riots and other civil disturbances;
 - 2.1.3. seizure, confiscation or other interference by public authorities;
 - 2.1.4. from the use of chemical, biological, biochemical substances or electromagnetic waves as weapons with a dangerous effect, irrespective of other contributory causes;
 - 2.1.5. of nuclear energy or other ionising radiation.
- 2.2. Excluded are damages and losses which
 - 2.2.1. are intentionally caused by the policyholder or insured person with his knowledge or with their knowledge by another person; if the policyholder causes the insured event through gross negligence, the insurer is entitled to reduce his benefit in proportion to the severity of the policyholder's fault;
 - 2.2.2. are directly or indirectly attributable to defects that were already present when the insurance was taken out;
 - 2.2.3. are caused by family members through wilful or malicious damage, embezzlement or theft
 - 2.2.4. arise as a result of normal wear and tear, devaluation or depreciation; the latter can be covered for violins, violas or violoncellos with a commercial value of at least €10,000 on application in accordance with the special conditions set out below.
- 2.3. Insofar as it is not possible to determine whether one of these causes is present, the preponderance of probability shall decide.

3. Insured costs

- 3.1. The insurer shall reimburse - even beyond the sum insured for the objects concerned - expenses, including unsuccessful expenses, which the policyholder might have considered necessary under the circumstances to avert or reduce the damage at the time of the occurrence of the insured event. The reimbursement of these expenses and the other indemnities together amount to no more than the sum insured; this does not apply, however, if the measures were taken on the instructions of the insurer. If the insurer is entitled to reduce his benefit, he may also reduce the reimbursement of expenses accordingly (costs of averting and/or mitigating loss). Expenses for provisional security measures shall be reimbursed in the same way as loss prevention or loss minimisation costs.
- 3.2. The insurer shall also reimburse the expenses necessary as a result of an insured event (see also Clause 10.3):
 - 3.2.1. in the event of repair or restoration, the costs incurred for the provision of an instrument on loan;
 - 3.2.2. for the restoration of certificates of authenticity or valuables that have been lost as a result of burglary or destroyed by fire or vandalism following a burglary.
- 3.3. Expenses pursuant to No. 3.2 shall also be reimbursed in excess of the sum insured for the items concerned, but limited to 10 % of the sum insured and a maximum of EUR 2,500 per insured event, unless otherwise agreed.

4. Duty of disclosure

- 4.1. The policyholder must notify the insurer of all circumstances of risk known to him, which the insurer has asked about in text form and which are relevant for the insurer's decision to conclude the contract with the agreed content, by the time he submits his contract declaration. The policyholder is also obliged to notify the insurer if the insurer asks questions in text form within the meaning of sentence 1 after the policyholder's contract declaration but before the contract is accepted.

The circumstances that are likely to influence the insurer's decision to conclude the contract at all or with the agreed content are relevant to the risk. If the contract is concluded by a representative of the policyholder and the representative is aware of the risk-relevant circumstance, the policyholder must allow himself to be treated as if he himself had been aware of it or had fraudulently concealed it.
- 4.2. Incomplete and incorrect information about the risk-related circumstances entitle the insurer to withdraw from the insurance contract.
 - 4.2.1. The insurer has no right of withdrawal if the policyholder proves that he/she did not provide the incorrect or incomplete information either intentionally or through gross negligence.
 - 4.2.2. The insurer's right of withdrawal due to grossly negligent breach of the duty of disclosure does not exist if the policyholder proves that the insurer would have concluded the contract even if it had known about the non-disclosed circumstances, albeit under different conditions.
 - 4.2.3. In the event of withdrawal, there is no insurance cover.

If the insurer withdraws after the occurrence of the insured event, it may not refuse insurance cover if the policyholder proves that the incompletely or incorrectly disclosed circumstance was neither the cause for the occurrence of the insured event nor for the determination or the scope of the benefit. In this case, however, there is also no insurance cover if the policyholder has fraudulently breached the duty of disclosure.

The insurer is entitled to that part of the premium which corresponds to the contract period which has elapsed until the declaration of withdrawal becomes effective.
- 4.3. If the insurer's right of cancellation is excluded because the breach of a duty of disclosure was based neither on intent nor on gross negligence, the insurer may cancel the contract subject to a notice period of one month.

The right of cancellation is excluded if the policyholder proves that the insurer would have concluded the contract even if it had known about the non-disclosed circumstances, albeit under different conditions.
- 4.4. If the insurer cannot withdraw from or terminate the contract because he would have concluded the contract even if he had known about the undisclosed circumstances but under different conditions, the other conditions shall become part of the contract retroactively at the insurer's request. If the policyholder is not responsible for the breach of duty, the other conditions shall become part of the contract as of the current insurance period. If the premium increases by more than 10 percent due to the contract adjustment or if the insurer excludes the risk coverage for the non-disclosed circumstance, the policyholder may terminate the contract without notice within one month after receipt of the insurer's notification.
- 4.5. The insurer must assert the rights to which it is entitled under sections 4.2 to 4.4 in writing within one month. The period begins at the time when he becomes aware of the breach of the duty of disclosure that gives rise to the right he is asserting. He must state the circumstances on which he bases his declaration; he may subsequently provide further circumstances to substantiate his declaration if the one-month period for these has not elapsed. The insurer is only entitled to the rights according to clauses 4.2 to 4.4 if he has informed the policyholder of the consequences of a breach of the duty of disclosure by separate notification in text form.

The insurer may not invoke the rights set out in clauses 4.2 to 4.4 if he was aware of the non-disclosed risk circumstance or the incorrectness of the disclosure.
- 4.6. The insurer's right to contest the contract due to fraudulent misrepresentation remains unaffected. In the event of a challenge, the insurer is entitled to the part of the premium corresponding to the contract period that has expired by the time the declaration of challenge becomes effective.



5. Increase of risk

- 5.1. An increase of risk exists if, after the policyholder's contract declaration has been submitted, the actually existing circumstances are changed in such a way that the occurrence of the insured event or an increase of the damage or an unjustified claim against the insurer would be more probable. An increase of risk can exist in particular - but not only - if a risk-relevant circumstance changes which the insurer asked about before conclusion of the contract.
An increase of risk according to clause 5.1 does not exist if the risk has only increased insignificantly or is to be considered co-insured according to the circumstances.
- 5.2. After submitting his contractual declaration, the policyholder may not increase the risk or permit a third party to do so without the prior consent of the insurer.
If the policyholder subsequently realises that he has increased the risk without the prior consent of the insurer, he must notify the insurer immediately.
The policyholder must notify the insurer immediately after becoming aware of an increase in risk that occurs after he has made his contractual declaration, irrespective of his will.
- 5.3. If the policyholder breaches his obligation according to clause 5.2, the insurer may terminate the contract without notice if the policyholder has breached his obligation intentionally or through gross negligence. If the breach is due to simple negligence, the insurer may terminate the contract with one month's notice. The insurer may not terminate the contract if the policyholder proves that he is not responsible for the breach of duty. If the insurer becomes aware of an increase of risk in the cases according to clause 5.3, he may terminate the contract with one month's notice.
- 5.4. Instead of termination, the insurer may demand an increased premium in accordance with its business principles from the time of the increase of risk or exclude the coverage of the higher risk.
If in this case the premium increases by more than 10 percent or if the insurer excludes the coverage of the higher risk, the policyholder may terminate the contract within one month after receipt of the insurer's notification without observing a period of notice. In the notification, the insurer shall inform the policyholder of this right of termination.
- 5.5. The insurer's rights to terminate or adjust the contract
contract adjustment in accordance with clause 5.3 or 5.4 expire if they are not exercised within one month of the insurer becoming aware of the increase in risk or if the situation that existed prior to the increase in risk has been restored.
- 5.6. If the insured event occurs after an increase of risk, the insurer is not obliged to indemnify if the policyholder has intentionally breached his obligations according to clause 5.2. If the policyholder breaches these obligations through gross negligence, the insurer is entitled to reduce his benefit in proportion to the severity of the policyholder's fault. The policyholder must prove the absence of gross negligence.
- 5.7. In case of an increase of risk according to clause 5.2 paragraph 2 and 3, the insurer is not obliged to indemnify in case of intentional breach of the policyholder's duties if the insured event occurs later than one month after the time when the insurer should have received the notification. If the policyholder breaches his obligations through gross negligence, Clause 5.6, Sentences 2 and 3 shall apply accordingly. The insurer's obligation to indemnify shall remain in force if he was aware of the increase of risk at the time stated in sentence 1.
- 5.8. Furthermore, the insurer's duty to perform shall remain in force,
 - 5.8.1. insofar as the policyholder proves that the increase in risk was not the cause of the occurrence of the insured event or the scope of the obligation to pay benefits, or
 - 5.8.2. if, at the time of the occurrence of the insured event, the period for giving notice to the insurer had expired and notice had not been given.

6. Premium

- 6.1. The first or single premium is due immediately upon expiry of two weeks after receipt of the insurance policy.
If the policyholder does not pay the first or single premium on time but at a later point in time, the insurance cover shall only commence from this point in time, provided that the policyholder was made aware of this legal consequence by separate notification in text form or by a conspicuous notice in the insurance policy. This does not apply if the policyholder proves that he is not responsible for the non-payment.
If the policyholder fails to pay the first or single premium on time, the insurer may withdraw from the contract as long as the premium has not been paid. The insurer cannot withdraw from the contract if the policyholder proves that he is not responsible for the non-payment.
- 6.2. The subsequent premiums are due at the respective agreed time.

If a subsequent premium is not paid on time, the policyholder shall be in default without a reminder unless he is not responsible for the late payment.

The insurer is entitled to demand compensation for the loss incurred by him as a result of the default.

If a subsequent premium is not paid on time, the insurer may set the policyholder a payment deadline in text form at the policyholder's expense, which must be at least two weeks. The stipulation is only effective if it quantifies the arrears of premium, interest and costs in detail and specifies the legal consequences associated with the expiry of the deadline.

If the policyholder is still in arrears with payment after expiry of this payment deadline, there is no insurance cover from this point in time until payment, if this was pointed out to the policyholder with the request for payment.

If the policyholder is still in default of payment after the expiry of this payment period, the insurer may terminate the contract without notice if he has pointed this out to the policyholder with the request for payment.

If the insurer has terminated the contract and the policyholder subsequently pays the demanded premium within one month, the contract shall continue to exist. However, there is no insurance cover for insured events that occurred between the receipt of the notice of termination and the payment.

- 6.3. If payment of the annual premium in instalments has been agreed, only the first instalment of the first annual premium shall be deemed to be the first premium.
- 6.4. The insurer's liability shall commence at the agreed time, even if payment of the premium is only requested at a later date but the premium is paid without delay. If the policyholder is aware at the time of application that an insured event has already occurred, liability for this shall not apply.
- 6.5. In the event of termination of the insurance relationship before expiry of the agreed duration, the insurer shall only be entitled to that part of the premium corresponding to the period during which insurance cover existed. If the insurance relationship is terminated by withdrawal due to a breach of the duty of disclosure or by contestation of the insurer due to fraudulent misrepresentation, the insurer is entitled to the premium until the declaration of withdrawal or contestation becomes effective. If the insurer withdraws because the premium is due, it may demand a reasonable business fee.

If the policyholder terminates the contract after the occurrence of an insured event, the insurer is only entitled to the part of the premium corresponding to the expired contract period. If the insurer terminates, he shall repay the premium for the current insurance year in proportion to the unexpired period to the total period of the insurance year.

7. Cessation of the insured interest

If the insured interest ceases to exist for part of the insured items, the policyholder must notify the insurer immediately in text or written form. In this case, the insurer is entitled to the premium that he could have charged if the insurance had only been applied for up to the time of knowledge. The same applies if the insured interest has ceased to exist because the insured event has occurred.

8. Sale of the insured object

- 8.1. If the insured object is sold by the policyholder, the purchaser shall take over the rights and obligations of the policyholder arising from the insurance relationship for the duration of his ownership at the time of the transfer of ownership.
The seller and the purchaser are jointly and severally liable for the premium for the current insurance period at the time of the purchaser's entry.
- 8.2. The insurer is only obliged to accept the entry of the purchaser when he becomes aware of this.
The insurer is entitled to terminate the insurance relationship with the purchaser by giving one month's written notice. This right of termination can only be exercised within one month of becoming aware of the sale.
The purchaser is entitled to terminate the insurance relationship with immediate effect or at the end of the current insurance period in writing. This right of termination may only be exercised within one month of the transfer of ownership or - if there was no knowledge of the existence of an insurance policy at that time - of the acquisition of knowledge of the insurance policy.
In the event of termination, the seller shall be solely liable for the payment of the premium.
- 8.3. The seller or purchaser must notify the insurer of the sale in writing without delay.
If the notification has not been made, the insurer is not obliged to indemnify if the insured event occurs more than one month after the time when the notification should have been received and the insurer proves that he would not have concluded the existing contract with the seller with the purchaser. The insurer shall not be discharged from liability if this legal consequence is disproportionate to the seriousness of the breach.
Notwithstanding the foregoing, the insurer shall be obliged to indemnify if he was aware of the sale at the time when he should have received the notification or if, at the time of the occurrence of the insured event, the period for giving notice to the insurer had expired and he did not give notice.



9. Start and end of the insurance

- 9.1. The insurance exists for the agreed duration.
- 9.2. If this is at least one year, it shall be extended by one year and further from year to year if the insurance is not terminated by one party three months before expiry. An insurance contract entered into for a period of more than three years may be terminated at the end of the third or any subsequent year by giving three months' notice.

10. Insured value, underinsurance, expenses

- 10.1. The insurance may not lead to any enrichment. The fair market value of the insured object on the day of the loss is the insurance value. A personal fancier's value (affection value) may not be taken into account when determining the insured value.
- 10.2. If the sum insured at the time of the occurrence of the insured event is lower than the insured value (underinsurance), only that part of the damage shall be indemnified which relates to the entire damage as the sum insured relates to the insured value.
- 10.3. Expenses, including unsuccessful expenses, which the policyholder may have considered necessary in the event of a loss in order to avert or reduce the loss, shall be reimbursed by the insurer in accordance with clause 3. The reimbursement of expenses and the indemnity together may not exceed the sum insured, unless the expenses were incurred at the express instigation of the insurer. In the event of underinsurance, the expenses shall only be reimbursed in the same proportion as the damage.

11. Overinsurance

- 11.1. If the sum insured significantly exceeds the value of the insured property, both the insurer and the policyholder may demand that the sum insured be reduced with immediate effect in order to eliminate the overinsurance.
- 11.2. From this point on, the amount of the premium shall be determined by the amount that the insurer would have charged if the contract had been concluded with the new content from the outset.
- 11.3. If the policyholder has concluded an overinsurance policy with the intention of gaining an unlawful pecuniary advantage, any contract concluded with this intention shall be null and void. The insurer shall be entitled to the premium until the time when it becomes aware of the circumstances giving rise to the nullity. Any claims for damages on the part of the insurer remain unaffected.

12. Multiple insurance

- 12.1. Multiple insurance exists if an interest is insured against the same peril under several insurance policies and either the sums insured together exceed the insured value or, for other reasons, the sum of indemnities that would be payable by each insurer but for the existence of the other insurance policies exceeds the total loss.
- 12.2. If the multiple insurance came about without the policyholder being aware of this, he may demand the cancellation of the contract concluded later.

He may also demand that the sum insured be reduced to the premium not covered by the insurance concluded earlier; in this case, the premium shall be reduced accordingly.

The right to cancellation or reduction expires if the policyholder does not assert it within one month after becoming aware of the multiple insurance. The cancellation or reduction shall become effective at the time when the declaration requesting it is received by the insurer.

- 12.3. If the policyholder has concluded a multiple insurance policy with the intention of gaining an unlawful pecuniary advantage, any contract concluded with this intention shall be null and void. The insurer shall be entitled to the premium up to the time when he becomes aware of the circumstances giving rise to the nullity.

13. Insurance for third party account

If the insurance has been concluded for the benefit of third parties, the provisions of Clauses 10.3, 15 and 18 that apply to the policyholder shall apply to the insured person accordingly.

14. Obligations before the occurrence of the insured event

- 14.1. The policyholder must observe all legal, official or agreed safety regulations, and in particular ensure that the insured instruments are handled and stored with care appropriate to their sensitivity. If the instruments are not in use, they are to be stored in their designated containers if possible.
- 14.2. In the case of transport and dispatch within and outside the place of residence, care must be taken to ensure that the insured object is packed for transport or dispatch in sealed containers intended for the transport of such instruments.
- 14.3. If sent by post, items up to the value agreed in the insurance contract may be delivered as an ordinary parcel, while those of higher value must be declared with the maximum amount agreed in the insurance contract in euros or the equivalent in foreign currency.
- 14.4. In the case of shipment by rail, delivery shall be made as express goods.
- 14.5. If sent by air, the postal regulations or the conditions of carriage of the airline concerned must be followed.
- 14.6. In the case of transport by motor vehicle, the insured instrument must be stowed, secured and covered in such a way that it cannot easily be lost, stolen or damaged or destroyed and cannot be damaged by being thrown around, falling down, exposure to the weather (wet and/or heat, etc.) or by other objects falling on it.
- 14.7. The transport by a messenger, a public transport company or by particularly trustworthy persons shall, as far as possible, take place without any interruption and by the shortest route.

15. Obligations after the occurrence of an insured event

- 15.1. The policyholder is obliged to notify the insurer immediately of any claim and to comply with the insurer's instructions.
- 15.2. The insurance itself does not establish proof of the existence and value of the insured object at the time of the insured event; the sum insured merely forms the limit of the insurer's obligation to indemnify. The policyholder must therefore provide evidence that the circumstances which give rise to the obligation to indemnify occurred and that the items for which he claims indemnification had the insured value prior to the loss event, unless evidence of this was provided at the time of application and this was expressly acknowledged by the insurer.
- 15.3. In the event of theft, loss, robbery, robbery by extortion and fire damage, the policyholder must report this to the relevant police station and, in the case of rail, sea or air travel, to the relevant transport company.
- 15.4. The policyholder must ensure the rescue of the insured object from an imminent or actual danger or, in the event of theft or loss, the recovery of the insured object (see also clause 10.3). If a third party can be held responsible for the damage, the policyholder shall ensure recourse against such third party in compliance with the regulations applicable to carriers.
- 15.5. At the insurer's request, the policyholder must assign any rights of recourse against third parties in writing after payment of the indemnity and provide the receipts and evidence without delay, if necessary against reimbursement of the costs.
- 15.6. The insurer waives the defence that the policyholder has expressly or tacitly acknowledged the limitation of liability of carriers or the like and has thereby forfeited his claims against the insurer in whole or in part.
- 15.7. If the policyholder is guilty of fraudulent misrepresentation during negotiations to determine the indemnity, the insurer is released from any obligation to indemnify the policyholder in respect of this insured event.
- 15.8. If the insurer pays compensation due to total loss of the insured instrument, this shall be forfeited to the insurer without prejudice to the transfer of possible claims for compensation against third parties to the insurer. If a stolen or lost object, for which the insurer has paid compensation and acquired the right of ownership, is returned to the place and free disposal of the insurer, it can be recovered by the policyholder within a period of one month calculated from the day of recovery by refunding the amount paid. In such a case, however, the insurer does not assume any guarantee with regard to the condition, safekeeping and transport of the instrument and the repurchase is irrevocable.
- 15.9. If the policyholder receives any news about the whereabouts of the stolen or lost items - even after the claim has been paid - he is obliged to inform the insurer and the responsible police station immediately and to do everything that is necessary to recover and secure the item.

16. Breach of obligations

- 16.1. If the policyholder breaches an obligation arising from this contract which he must fulfil before the insured event occurs, the insurer may terminate the contract without notice within one month of becoming aware of the breach of obligation. The insurer has no right of termination if the policyholder proves that the breach of obligation was neither intentional nor due to gross negligence.
- 16.2. If an obligation under this contract is intentionally breached, the policyholder shall lose the insurance cover. In the event of a grossly negligent breach of an obligation, the insurer is entitled to reduce its benefit in proportion to the severity of the fault of the policyholder. In the event of a breach of an obligation to provide information or clarification after the occurrence of the insured event, the complete or partial lapse of insurance cover requires that the insurer has informed the policyholder of this legal consequence by means of a separate notification in text form.

If the policyholder proves that he/she did not breach the obligation through gross negligence, the insurance cover shall remain in force.

- 16.3. The insurance cover shall also remain in force if the policyholder proves that the breach of the obligation was neither the cause for the occurrence or the determination of the insured event nor for the determination or the scope of the benefit incumbent on the insurer. This does not apply if the policyholder fraudulently breached the obligation.

The provisions shall apply irrespective of whether the insurer exercises a right of termination to which it is entitled under clause 16.1.

- 16.4. If certain lost property was not reported to the competent police station, compensation can only be refused for this property.



17. Determination of the insurer's compensation

- 17.1. In the event of damage occurring, the Insurer shall, in accordance with Clause 10.2, reimburse the insured value without deduction in the event of total loss and, in the event of damage capable of being repaired, unless the Insurer specifies a first-rate special repair, the repair costs and any shipping costs upon presentation of the original invoice or certified copy, provided that a cost estimate has previously been submitted and the amount of the repair costs has been accepted by the Insurer.
- 17.2. The insurer will not pay for the costs of improvements, alterations or total refreshment of the insured object or for pecuniary losses due to loss of use.
- 17.3. In the event of damage occurring outside Europe, the insured object shall, if possible, be restored in the country in which the damage occurred, subject to compliance with foreign exchange regulations. If the policyholder insists that the object be transferred to the manufacturer or to a repair centre in one of the countries of Europe, the insurer shall only bear the transport costs thereby incurred if he has given his prior approval. The further processing of the insured event occurs after the time at which the object in question has been delivered to the manufacturer. In such cases, the policyholder is obliged to arrange for the body charged with the repair to first submit to the insurer a detailed report on the assessed damage and a cost estimate for its repair.

18. Due date of the cash benefit

- 18.1. The indemnity shall be due no later than two weeks after final determination of the insured event and the extent of the benefit by the insurer, however, one month after notification of the loss, the amount that is at least payable according to the situation of the case may be demanded as an advance payment.
- 18.2. The indemnity payable by the insurer shall bear interest at the rate of four per cent for the year after the expiry of one month from the date of notification of the insured event, unless higher interest can be claimed on another legal ground.
- 18.3. The accrual of the entitlement to an advance payment and the start of interest shall be postponed by the period by which the determination of the insurer's obligation to pay benefits was delayed on the merits or in terms of the amount through the fault of the policyholder.
- 18.4. The insurer is entitled to defer payment:
 - 18.4.1. if there are doubts about the policyholder's entitlement to receive payment, until the necessary proof is provided;
 - 18.4.2. if a police or criminal investigation has been initiated against the policyholder as a result of the loss, until the conclusion of this investigation.
- 18.5. The rights arising from this insurance may not be transferred or pledged by the policyholder without the express consent of the insurer.

19. Limitation

Claims arising from the insurance contract are subject to a limitation period of three years. The period of limitation is calculated in accordance with the general provisions of the BGB.

20. Termination after the insured event

After the occurrence of an insured event, either party may terminate the insurance contract. The termination must be declared in writing. It must be received no later than one month after the conclusion of the negotiations on the compensation. The insurer must observe a notice period of one month. If the policyholder gives notice of termination, he may stipulate that his notice of termination shall take effect immediately or at a later date, but no later than the end of the current insurance period.

21. Place of jurisdiction

- 21.1. For actions arising from the insurance contract against the insurer, the court of jurisdiction is determined by the insurer's registered office or its branch office responsible for the insurance contract. If the policyholder is a natural person, the court in whose district the policyholder has his domicile or, in the absence of such, his habitual residence at the time the action is brought shall also have local jurisdiction.
- 21.2. If the policyholder is a natural person, actions arising from the insurance contract against him must be brought before the court that has jurisdiction over his place of residence or, in the absence of such, the place of his habitual residence.
- 21.3. If the policyholder is a legal entity, the competent court shall also be determined by the registered office or branch of the policyholder. The same applies if the policyholder is a general partnership, limited partnership, civil partnership or registered partnership.
- 21.4. If the domicile or habitual residence of the policyholder is not known at the time the action is brought, the jurisdiction for actions arising from the insurance contract against the insurer or the policyholder shall be determined by the registered office of the insurer or its branch responsible for the insurance contract.

22. Advertisements and declarations of intent

Notifications and declarations may be made in text or written form, unless otherwise stipulated.

23. AIG - Complaint Management

If you are not satisfied in connection with your insurance contract, your insurance cover or our other services, you have the option of informing us of this in writing or verbally.

AIG Europe S.A., Directorate for Germany
Neue Mainzer Straße 46 - 50
60311 Frankfurt am Main
T +49 (0) 69 97113 - 0
F +49 (0) 69 97113 - 290
E info.deutschland@aig.com
www.aig.de

Versicherungsombudsman e.V. in Germany

AIG is a member of the Versicherungsombudsman e.V. association. If you do not agree with a decision made by AIG, you have the option of settling the dispute out of court by involving the neutral ombudsman.

The Insurance Ombudsman is an independent conciliation body that works free of charge for consumers and small businesses. However, a prerequisite for the conciliation procedure before the ombudsman is that AIG has first been given the opportunity to review its own decision. Conciliation is possible up to a complaint value of EUR 50,000.

The Insurance Ombudsman can be contacted as follows:

Versicherungsombudsman e.V.

PO Box 08 06 32, 10006 Berlin

From the German telephone network under the toll-free number:

T 0800 369 6000,

F 0800 369 9000

(deviating prices from other fixed or mobile networks are possible)

From abroad on the chargeable number:

T +49 (0) 30 206058 - 99,

F +49 (0) 30 206058 - 98

(please enquire about the costs with the foreign network operator)

E beschwerde@versicherungsombudsman.de

www.versicherungsombudsman.de

Luxembourg Arbitration Board

As AIG Europe S.A. is an insurance company domiciled in Luxembourg, in addition to the complaint procedure described above, complaints may be reported to the Luxembourg complaint resolution service. The contact details of the Luxembourg complaints arbitration board are available on the AIG Europe S.A. website at www.aig.lu.

BaFin - Federal Financial Supervisory Authority

AIG Europe S.A., Direktion für Deutschland is subject to the limited legal supervision of the Federal Financial Supervisory Authority (BaFin). You can therefore also address your complaint to this supervisory authority. For contact details, please see section 16 below.

Online dispute resolution platform

Due to the ODR Regulation ((EU) No. 524/2013 of the European Parliament and of the Council), a mechanism for online dispute resolution of disputes arising from online transactions has been introduced throughout Europe. The online dispute resolution platform serves as a central contact point for those affected by disputes and is available at: <http://ec.europa.eu/consumers/odr/>

24. Final provision

Unless otherwise stipulated in the insurance conditions, the statutory provisions shall apply. German law shall apply.

In the event of any discrepancies in the translation, the German original shall prevail.



Clauses to the GTC Musical Instruments

Additional condition to the GCI Musical Instruments for co-insurance of electrical or electronic devices

In the case of co-insurance of electrical or electronic transmission, amplification, auxiliary or other equipment - all including accessories, such as loudspeakers, microphones, cables, etc. - the following is agreed for these items: Internal damage and defects (e.g. non-functioning, short circuit, etc.), tube and thread breakage are not insured, unless such damage was caused by external influences, such as fire, lightning, explosion, liquids, voltage fluctuations, overvoltage, storm, force majeure, theft, burglary, robbery, predatory extortion or accident. However, fire or explosion damage that is consequential damage from internal damage, defects, tube or thread breakage will be compensated.

Night-time clause

If the insured items are in a vehicle parked outdoors, in multi-storey car parks or in unguarded and unlocked garages or other storage rooms, insurance cover against damage due to theft or loss shall only apply if the policyholder proves that the damage did not occur during night time or that the vehicle was under constant supervision during this time. Night time is generally considered to be the time between 22.00 hrs and 06.00 hrs. No. 16 of the GCI Musical Instruments applies.

New value clause

In the event of a claim, the insurer will not make any deductions "new for old".

In the event of a total loss, the insurer will reimburse the replacement value (new value) up to the amount of the sum insured.

Impairment

In the case of high-quality violins, violas, violoncellos, double basses and bows, the insurer shall be liable for an insured sum of 10,000 euros or more for a verifiable reduction in the value of the insured musical instruments, insofar as this is a direct consequence of a loss event that cannot be fully remedied and is insured in accordance with the General Conditions for the Insurance of Musical Instruments. The provisions of no. 10 GCI Musical Instruments apply unchanged.

Deductible

The amount calculated as indemnifiable according to the conditions, including reimbursement of expenses, shall be reduced by the deductible agreed in the insurance policy for each insured event.

Most favoured nation clause

If the general and special conditions and clauses on which the insurance contract is based are amended exclusively for the benefit of the policyholder and without any additional premium, the contents of the new conditions shall also apply to the existing insurance contract with immediate effect. Excluded from this are adjustments prescribed by law or by the authorities.

Early commencement of insurance in the event of a change of insurer

If, in the event of a change of insurer, the previous insurance ends with the expiry of the day before the day of the start of insurance shown in the insurance policy, the insurance begins with the start of the day (0.00 a.m.) so that no gap in the insurance cover occurs

Broker clause

Harmonia is entitled to issue notifications and declarations of intent on behalf of the policyholder and to receive them from him. All written correspondence (text form is sufficient) is to be conducted with Harmonia.

Sanctions clause

The Insurer will not provide insurance coverage and will not make any payment under this policy to the extent that doing so would violate any sanction laws or regulations that would subject the Insurer, its parent company or its ultimate controlling entity to a penalty under the sanction laws or regulations.

Securing and transport provisions according to No. 14 (not conclusive)

1. Insured items are to be stowed in the containers provided for this purpose.
2. buildings or rooms in which insured property is kept must be locked up
 - 3.1 in the case of carriage and l or dispatch, the insured items must be carefully packed and stowed away
 - 3.2 When being transported by motor vehicle, the insured objects must be secured against being thrown around, falling down, weather effects and falling objects; in addition, the objects should be covered and protected against easy removal
 - 3.3 Dispatch by post is possible up to a sum insured of EUR 5,000 as an ordinary parcel; the consent of the insurer must be obtained in advance for more valuable items.
 - 3.4 the shipment of insured items up to a sum insured of EUR 100,000 by rail shall be effected by "ic:kurier"; if this is not possible or if the insured value is higher, the consent of the insurer shall be obtained in advance
 - 3.5 if insured items are shipped by air, the applicable conditions of carriage of the airline concerned must be observed