

Wardrobe liability

The checkroom items handed in for safekeeping are to be deposited with the Bayerischer Versicherungsverband Versicherungsaktiengesellschaft in accordance with the following conditions insured. A checkroom ticket must be purchased for each person, otherwise there is no liability!

Extract from the general insurance conditions for submitted Wardrobe**1. insured objects**

1.1 Insured are the items of checkroom furniture handed in for safekeeping, including neckerchiefs, gloves and glasses, umbrellas, sticks, handbags and similar Containers and their contents.

1.2 The insurance does not cover valuables, jewelry, other objects made of precious metal, cash and other means of payment, business documents, certificates of all kinds, tickets and keys.

2. insured perils

2.1 The insurer shall pay compensation for loss of or damage to the insured goods.

2.2 However, the compensation is limited to

- 2 500 Euro for all checkroom items handed in on a checkroom ticket, of which a total of
- 100 Euro for the contents of handbags and similar containers.

3. exclusions

3.1 Excluded are the dangers

3.1.1 of war, civil war or warlike events and those that occur independently of state of war from the hostile use of war tools as well as from the presence of tools of war as a result of one of these dangers;

3.1.2 of strike, lockout, labor unrest, terrorist or political acts of violence, regardless of the number of people involved, riots and other civil unrest;

3.1.3 seizure, confiscation or other interventions by public authorities;

3.1.4 the use of chemical, biological, biochemical substances or electromagnetic Waves as weapons with a dangerous effect on the public, without regard to other contributory causes;

3.1.5 nuclear energy or other ionizing radiation*.

3.2 Excluded are damages caused by

3.2.1 the condition of the checkroom items

3.2.2 Substances contained in the wardrobe pieces

3.2.3 Weather influences

3.2.4 Loss of the checkroom ticket

3.2.5 Loss of the contents of unlocked handbags and similar containers.

3.3 Indirect damages of any kind are not insured.

3.4 If the evidence for the existence of one of the risks or causes mentioned in items 3.1 to 3.3 the exclusion of the liability of the insurer, the predominant part of the claim is sufficient probability that the damage is due to one of these causes.

4. term of insurance

4.1 The insurance begins with the acceptance of the checkroom items by the personnel in the checkroom.

4.2 The insurance ends with the handing over of the checkroom items by the checkroom staff, but at the latest with the official closing of the checkroom or termination of service of personnel in the checkroom.

5. calculation of compensation

Within the scope of the limitation of indemnification under Clause 2.2, the Insurer indemnifies

5.1 in case of loss, the current market value, which is the replacement price, taking into account the fair value of the asset of the difference between new and old,

5.2 in case of damage, the repair costs less any increase in value caused by the repair. decreases in value will only be compensated for if the item of clothing is replaced by or restoration can no longer be restored to its former state of use.

6. overinsurance

6.1 If the sum insured considerably exceeds the value of the insured objects, the both the insurer and the policyholder demand that, in order to eliminate the overinsurance the sum insured is reduced with immediate effect.

6.2 From this point in time the premium is determined by the amount which the insurer has if the contract had been concluded from the outset with the new content.

6.3 If the policyholder has concluded an overinsurance policy with the intention of to procure an illegal pecuniary advantage, any contract concluded for this purpose void. The insurer shall be entitled to the premium until such time as he is informed by the insurer of the nullity, the justifying circumstances. Any claims for damages of the insurer remain unaffected.

7. multiple insurance

7.1 Multiple insurance exists if an interest against the same risk in several insurance contracts is insured and either the insured sums together make up the insured value or for other reasons exceed the amount of compensation paid by to each insurer without existence of the other insurances, the total damage exceeds.

7.2 If the multiple insurance has come about without the policyholder knew this, he can demand the cancellation of the contract concluded later. He may also demand that the sum insured be reduced to the premium which was the previously concluded insurance is not covered; in this case the premium is correspondingly to be reduced. The right to cancellation or reduction expires if the policyholder does not exercise it within of one month after he has become aware of the multiple insurance. The cancellation or reduction shall take effect at the time when the declaration with which it is demanded, the insurer receives.

7.3 If the policyholder has taken out multiple insurance with the intention of thereby to procure an illegal pecuniary advantage, every contract concluded for this purpose Contract void. The insurer shall be entitled to the premium until becomes aware of the circumstances giving rise to the invalidity.

8. obligations before the occurrence of the insured event

8.1 The part of the "General Insurance Conditions" intended for the Insured (checkroom attendant) for checked-in wardrobe (AVB Garderobe)" is visible to everyone in the checkroom legibly.

8.2 The policyholder is obliged to provide all the checkroom lockers required for necessary checkroom vouchers to be provided by the insurer in advance against payment and to make sure that all checkroom shelves are sufficiently equipped with checkroom are equipped.

8.3 The Insured is obliged to ensure that each checkroom is only a new, previously unused checkroom ticket per person is issued

8.4 The policyholder is obliged to allow the insurer to inspect the accounts books at any time and the like and to have the stock of the checkroom vouchers checked.

8.5 The re-use of a checkroom ticket already issued will be prosecuted.

8.6 The policyholder is obliged to have the checkroom deposit constantly guarded and to ensure that it is only accessible to personnel. He is also obliged to keep the checkroom in an orderly condition and to ensure orderly operation.

9. obligations after occurrence of the insured event

9.1 Before leaving the checkroom rack, damage must be reported to the checkroom owner or the staff in the checkroom.

9.2 Damage caused by theft must be reported immediately to the local police authority.

9.3 Claims for compensation must be submitted to the insurer in writing within seven days, enclosing of the checkroom ticket.

9.4 If the insured person learns of the whereabouts of lost items of checkroom furniture, he must return the insurer without delay and to take all necessary steps to ensure that all necessary be undertaken to secure and recover the goods.

9.5 In the event of a loss, the policyholder is obliged to recover the claims made against him by the injured party the insurer without delay, and to notify the insurer of any claims for compensation to notify the insurer of the circumstances known to him concerning the origin and extent of the damage and to support him as far as possible in the settlement of the claim.

9.6 Fire and explosion damage must also be reported immediately to the police authorities.

10. breach of obligations

10.1 If the policyholder breaches an obligation arising from this contract which he was obliged to fulfil before the case, the insurer may terminate the contract within one month of the occurrence of the insured event. the customer may terminate the contract without notice if he/she becomes aware of the violation of the obligation. The insurer has no right of termination, if the policyholder proves that the breach of obligation is neither intentional was still based on gross negligence.

10.2 If an obligation under this contract is intentionally breached, the policyholder shall lose the insurance cover. In the event of grossly negligent breach of an obligation, the insurer is the policyholder is entitled to demand payment of his benefits in a manner corresponding to the severity of the fault of the policyholder. ratio to shorten. The complete or partial loss of insurance cover in the event of breach of an obligation to provide information or clarification existing after the occurrence of the insured event to the condition that the insurer has informed the policyholder by separate has pointed out this legal consequence in text form. If the policyholder proves that he did not breach the obligation through gross negligence, the insurance cover remains in force.

10.3 The insurance cover shall remain in force even if the policyholder provides evidence that the breach of the obligation is not relevant to the occurrence or determination of the insured event nor for the determination or the extent of the performance incumbent on the insurer causally was. This does not apply if the policyholder has maliciously breached the obligation. The provisions shall apply irrespective of whether the insurer has a claim to which it is entitled under section exercises its right of termination.

10.4 If certain lost property was not returned to the competent police station the compensation can only be refused for these items.

11. insurance for third party account

Insofar as the knowledge and behaviour of the policyholder are of legal significance, in the case of insurance for third parties, the knowledge and conduct of the insured person to be considered.

12. payment of compensation

12.1 The indemnity becomes due when the insurer's findings are based on and justified by the insured event. amount of the claim are completed. One month after notification of the claim, the policyholder can pay the amount as an advance payment which is at least payable according to the situation of the matter.

12.2 If lost items of checkroom furniture are recovered before payment of the compensation, the injured party is obliged to take them back. If the insurer has paid the compensation already paid, he may demand the assignment of the owner's rights.

13. notifications and declarations of intent

Notifications and declarations are to be made in text form, unless otherwise specified.

14. statute of limitations

14.1 Claims arising from the insurance contract expire after three years. The calculation of the period is based on the general provisions of the German Civil Code.

14.2 If a claim under the insurance contract has been registered with the insurer, the insurer shall the statute of limitations is suspended from the date of notification until the date on which the decision of the insurer is sent to the claimant in text form.

15. competent court

15.1 For legal actions against the insurer arising from the insurance contract, the judicial Jurisdiction according to the insurer's registered office or the location of the insurer responsible for the insurance contract branch office. If the policyholder is a natural person, the local court is also in whose district the policyholder is domiciled at the time the action is brought or, in the absence of such, has his habitual residence

15.2 If the policyholder is a natural person, legal actions arising from the insurance contract must be brought against him before the court having jurisdiction over his domicile or, failing that of such a person, the place of his habitual residence is competent.

15.3 If the policyholder is a legal entity, the competent court shall determine the also according to the registered office or branch office of the policyholder. The same applies if the Policyholder a general partnership, limited partnership, civil partnership right or a registered partnership company.

15.4 If the policyholder's domicile or habitual residence at the time of the If the filing of an action is not known, the court of jurisdiction for actions arising from the insurance contract is determined against the insurer or the policyholder according to the insurer's registered office or its branch responsible for the insurance contract.

16. final provision

Unless otherwise provided for in the insurance conditions, the statutory provisions of the regulations.