TERMS AND CONDITIONS FOR INSURANCE COVERAGE

UAV pilot

1. Object of the Insurance

1.1. The insurances are valid only for company service recipients of the DMO GmbH & Co. KG. The insurance policies are considered independent insurance contracts with the (respective) company benefit recipient as the policyholder.

1.2. They cover the following areas:

a) The insurance coverage includes the legal liability including strict liability arising from the commercial and/ or private use, keeping, owning and operating of remote-controlled model aircrafts of all types up to a take-off weight of 150 kg, in each case in accordance with statutory and regulatory provisions. Model balloons, model zeppelins, tethered kites (stunt kites and single liners), model ships, model cars as well as rocket models up to a maximum take-off weight of 50 kg and with a propellant of max. 50 g are included. The insurance coverage also extends to the use of so-called UAVs (Unmanned Aerial Vehicle) and drones up to a maximum weight of 25 kg, upon request up to 250 kg. Indoor operation is included. The creation of commercial photo, film and video recordings is included. FPV (First Person View) operation with video eyewear FPV or monitor is insured. Legally and regulatorily permissible BVLOS and BOS operations are insured.

b) Company-owned model aircraft premises - liability insurance

c) Organizer's liability insurance for model sport events (on special application, is not included in the premium)

2. Basis of the insurance

2.1. The insurance also serves to fulfill statutory compulsory insurance requirements. The miminum sum insured for aircraft Pursuant to EU Regulation 785/2004 or other regulations within the EU, amounts to 750,000 SDR per claim and aircraft. Attention is drawn to the applicable registration and licensing requirements.

2.2. Aviation Liability Insurance Conditions (Aircraft Pilot) - AMU 300/07
Your advantage: The insurance sum selected in the tariff covers your damage in the event of an insured event, even if it is greater than the statutory minimum insurance sum for aircraft. Nevertheless, the conditions of the selected tariff must be observed: Within the scope of the owner's liability insurance according to section 1.3.1. AMU 300/07, insurance coverage exists only for the person(s) named on page 1 of this contract as the insured pilot. It also extends to any person who is authorized to operate the model/aircraft or the remote control system while present and under the constant supervision of the insured pilot. The insured pilot may only use one model/aircraft at a time. If several models/aircrafts are used simultaneously, compulsory insurance coverage exists within the framework of the statutory provisions.
However, Allianz Global Corporate & Specialty SE reserves the right in this case to seek recourse against the DMO beneficiary for the portion of the damage that Allianz Global Corporate & Specialty SE is required to reimburse under the statutory mandatory insurance provisions.
Should more aircraft be in use simultaneously than are covered by the specified tariff and/or should pilots not listed on the insurance application be flying an aircraft, insurance coverage nevertheless applies within the framework of the statutory mandatory insurance provisions.
However, in the event of a breach, Allianz Global Corporate & Specialty SE reserves the right to seek recourse from you for the portion of the damage that Allianz Global Corporate & Specialty SE is obligated to reimburse beyond the scope of the chosen tariff, particularly due to the statutory mandatory insurance provisions.

Please ensure that (where necessary) the required permits or authorizations are obtained from the competent aviation authority, that your insurance coverage (sums insured) adequately covers all your aircraft, and that insurance coverage has been applied for and issued for all pilots.

2.3. Aviation liability insurance conditions (clubs, landing sites, organizers) - AMU 304/03

3. Scope of the insurance

3.1. Model/Aircraft Holder-Liability Insurance

3.1.1 The creation of commercial photo, film and video recordings is included. Teacher-student operation is also insured. Flights outside of approved areas, provided all legal and regulatory requirements are met, are covered by insurance. Autonomous flying is only covered if explicit authorization has been granted by the relevant state aviation authority.

3.1.2 Strict liability: the insurance coverage also includes the personal statutory liability of the insured model/aircraft holder for Damages which are directly and indirectly related to keeping and operating of his model/aircraft and/or using the associated remote control system. Separate insurance coverage must be arranged for each pilot. This can be obtained through a collective or separate company service agreement under the corresponding DMO GmbH & Co. KG company number.

3.1.3 The insurer shall not provide insurance coverage or other benefits to the extent that the insurer would be subject to sanctions, prohibitions or restrictions under relevant economic or trade sanctions as a result of providing such coverage and/or other benefits.

3.1.4 The EU is deemed agreed upon as the territorial scope for mandatory insurance coverage, while worldwide coverage is deemed agreed upon as the territorial scope for contractual insurance coverage. There is no insurance coverage for claims in the USA.

3.1.5 The insurance also covers participation in competitions and public events.

3.1.6 The insurance coverage also applies if the models are used commercially or professionally or part-time.

3.1.7 The FPV procedure with video goggles or monitor is insured in compliance with legal and official regulations.

4. Premium due date, start and duration of the service contract including the insurance

4.1. The initial premium is due within 14 days of the contract start date. Subsequent premiums are due on January 1st.

Important note: If the one-time or first premium is not paid on time, the insurer is entitled to withdraw from the contract as long as payment remains outstanding, unless the policyholder is not responsible for the non-payment. If the one-time or first premium is not paid when the insured event occurs, the insurer is not obligated to provide coverage, unless the policyholder is not responsible for the non-payment. The insurer is only released from its obligation to provide coverage if it has informed the policyholder of this legal consequence of non-payment of the premium by means of a separate written notification or a prominent notice in the insurance documents.

4.2. The insurance cover begins on the date requested by the applicant, but not before receipt and acceptance of the application by DMO GmbH & Co. KG.

4.3. The service contract as well as the insurance contract will be automatically extended from calendar year to calendar year if it has not been terminated in writing by one of the contracting parties by 30th September of the current year.

4.4. Insurance coverage ends automatically upon termination of the service contract with DMO GmbH & Co. KG. A refund of contributions will be granted on a pro rata basis (pro rata temporis).

4.5. Notwithstanding clauses 4.3 and 4.4, insurance coverage shall exist within the scope of the provisions of this contract for as long as Allianz Global Corporate & Specialty SE is required, pursuant to statutory regulations, to provide mandatory insurance coverage for insured events occurring within the EU. However, based on the agreed contributions, Allianz Global Corporate & Specialty SE reserves the right in such a case to demand payment of an additional premium on a pro-rata temporis basis.

5. Communication and documents

By concluding the contract, you agree that further communication regarding the contract, including the transmission of documents, invoices, important notices (such as price adjustment letters, etc.), may be carried out via our customer portal (online member area) by making the documents available there. The documents can be viewed, downloaded and printed by you. You will be informed by us of a new inbox in the customer portal by e-mail to the e-mail address you have provided. You undertake to provide us with a valid, accessible e-mail address for the entire duration of the contract and to notify us immediately of any changes to the e-mail address.

6. Conduct in case of damages (for liability claims)

In the event of a claim, DMO GmbH & Co. KG must be notified immediately using the contact form provided on the DMO website at https://www.deutsche-modellsport-organisation.de/en/contact/insurance-claim-notification.

7. Applicable law

This service and insurance contract is governed exclusively by German law.

8. Jurisdiction

For the service and insurance contract, Wuppertal is agreed as the place of jurisdiction. For legal actions arising from the insurance and/or service relationship, the court in whose district the policyholder has their residence at the time the action is filed, or, in the absence of such a residence, their habitual abode, also has local jurisdiction. This also applies if this provision leads to a foreign jurisdiction within the EU.

9. Sanctions/Embargo

The insurer will not provide insurance coverage or other benefits to the extent that the insurer would be subject to sanctions, prohibitions, or restrictions under relevant economic or trade sanctions as a result of granting such coverage and/or other benefits.

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