

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## All Risks

<p><b>1 Interest / subject matter of the insurance</b></p> <p>1.1 Insurable interest</p> <p>1.1.1 The subject matter of the cargo insurance can be any monetary interest a person has in seeing that the goods survive the perils of transport and associated storage.</p> <p>1.1.2 Covered are the goods specified in the insurance policy and/or other expenses and costs.</p> <p>1.1.3 Besides the goods, other insurable interests can also include</p> <ul style="list-style-type: none"> <li>- anticipated profit,</li> <li>- increased value,</li> <li>- duty,</li> <li>- freight,</li> <li>- taxes and charges,</li> <li>- other costs.</li> </ul> <p>1.1.4 The Insured can insure his own interest (insurance for own account) or that of another (insurance for third-party account). See No. 13 for further details.</p> <p><b>2 Scope of cover</b></p> <p>2.1 Perils and losses/damages</p> <p>The Insurer covers all risks to which the goods are subject for the duration of the insurance. Irrespective of percentage, the Insurer makes good loss of or damage to the insured goods arising from an insured peril.</p> <p>2.2 Special cases</p> <p>2.2.1 Pre-carriage goods or returned goods</p> <p>Pre-carriage goods or returned goods are covered under the same conditions as other goods. This does not affect the Insured's obligation to prove that the damage occurred during the insured transport.</p> <p>2.2.2 Damaged goods</p> <p>If the goods are already damaged at the inception of the policy, the Insurer makes good the loss or damage only if the existing damage did not have any influence on the damage that occurred during the insured period.</p> <p>2.3 Insured expenses and costs</p> <p>2.3.1 The Insurer also indemnifies:</p> <p>2.3.1.1 General Average contributions (G.A.) based on an adjustment drawn up in accordance with the law, the York-Antwerp Rules, the Rhine Rules (IVR), or any other internationally recognised G.A. rules, provided that the measure was intended to avert an insured loss/damage. If the contributory value exceeds the insured value and the latter equals the sum insured, the Insurer indemnifies to the limit of the sum insured. Provisions relating to under insurance as well as the conditions un-</p>	<p>der No. 2.3.3 are unaffected by the above.</p> <p>Within the scope of these provisions, the Insurer undertakes to reject claims made against the Insured for compensation and expenses arising from the Both to Blame Collision Clause;</p> <p>2.3.1.2 expenses for averting, minimising and ascertaining the scale or extent of damage, such as</p> <p>2.3.1.2.1 expenses reasonably incurred in averting or minimising an insured loss when that loss/damage has occurred (loss event) or is directly threatening;</p> <p>2.3.1.2.2 expenses incurred by the Insured on the instruction of the Insurer when an insured loss/damage has occurred;</p> <p>2.3.1.2.3 costs properly and reasonably incurred in assessing or determining the insured loss/damage, as well as costs incurred by a third party appointed to perform this task on instruction of the Insurer;</p> <p>2.3.1.3 costs properly and reasonably incurred in transshipping, temporarily storing and forwarding the goods after an insured event or an insured accident involving the means of transport has occurred, insofar as they were incurred on instruction of the Insurer and are not already covered under No. 2.3.1.2.</p> <p>2.3.2 The Insurer bears the expenses and costs as per Nos. 2.3.1.2.1 and 2.3.1.2.2 even if the measures undertaken were unsuccessful.</p> <p>2.3.3 Expenses and costs as per Nos. 2.3.1.1 and 2.3.1.2 are reimbursed even if, together with other payments, they exceed the sum insured.</p> <p>2.3.4 The Insured may request the Insurer to assume contributions to general average via guarantee, advance him such contributions, as well as advance the amount required to avert, minimise or ascertain the size of a loss.</p> <p>2.4 Perils not covered</p> <p>2.4.1 Cover is not provided for the following perils:</p> <p>2.4.1.1 war, civil war or similar hostilities as well as perils which - whether war be declared or not - arise out of the hostile use of weapons of war and from the existence of derelict weapons of war as a result of one of these perils;</p> <p>2.4.1.2 strikes, lock-outs, industrial unrest, acts of violence by terrorist or political groups - regardless of the number of people involved - riots and other civil commotions;</p> <p>2.4.1.3 confiscation, deprivation of possession or other acts of authorities;</p> <p>2.4.1.4 the use of chemical, biological, biochemical substances or electromagnetic waves as weapons which constitute a public danger, irrespective of other contributory causes;</p>
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- 2.4.1.5 nuclear energy or other ionising radiation;
- 2.4.1.6 insolvency or financial default of the shipowner, charterer or operator, or in respect of any other financial dispute involving the above parties, unless:
  - the Insured can prove that he exercised the diligence of a prudent businessman in choosing the above parties or the responsible forwarding agent;
  - the Insured or Assured is the buyer and, under the terms of the sales contract, had no control over the choice of persons involved in the transport of the goods.
- 2.4.2 The risks covered under Nos. 2.4.1.1 - 2.4.1.3 and 2.4.1.5 can be insured additionally within the scope of the respective DTV clauses.
- 2.5 Exclusions
  - 2.5.1 The Insurer is not liable for losses/damages arising from
    - 2.5.1.1 a delay in the transport;
    - 2.5.1.2 inherent vice or the nature of the goods;
    - 2.5.1.3 customary differences or losses in number, weight or measure of the goods. If a deductible has been agreed, however, such differences or losses are regarded as covered;
    - 2.5.1.4 ordinary humidity or fluctuations in temperature;
    - 2.5.1.5 inappropriate and inadequate packaging or incorrect stowage insofar as the Insured acted wilfully or with gross negligence.
  - 2.5.2 The Insurer is not liable for indirect loss/damage in whatever form.
- 2.6 Causation
 

In the event of a loss/damage which, under the circumstances, could also have been caused by a non-insured risk (see Nos. 2.4.1.1 - 2.4.1.3, and No. 2.4.1.6) or peril (see Nos. 2.5.1.1 - 2.5.1.5), the Insurer is obliged to indemnify if the loss or damage was, in all probability, caused by an insured peril.
- 3 Faults of the Insured**

The Insurer is not obliged to indemnify if the insured event is caused by a wilful or grossly negligent act of the Insured.
- 4 Insured's duty of disclosure before inception**
  - 4.1 Before inception of the policy, the Insured is obliged to disclose all material facts and circumstances, and to answer completely and truthfully all questions posed by the Insurer. A material fact is a circumstance that would influence the Insurer in accepting, declining or rating the insurance. In case of doubt, a material fact is understood as one that the Insurer has queried expressly or in writing.
- 4.2 The Insurer is not obliged to indemnify if incomplete or inaccurate information is disclosed.
 

This also applies if information was not disclosed on account of the Insured's ignorance of the fact and this was due to gross negligence on his part.

If the loss event has already occurred, the Insurer may not refuse cover if the Insured can prove that the incomplete or inaccurate information disclosed influenced neither the loss event occurring nor the size or scale of the payment obligation.

If the Insurer refuses to indemnify the Insured, the latter may cancel the policy. This right to cancel the policy lapses if the Insured fails to exercise it within one month of receiving notification of the Insurer's decision to refuse indemnification.
- 4.3 The Insurer shall be obliged to indemnify if he was aware of the material facts or that such facts had been inaccurately disclosed.
 

The same applies if the Insured can prove that neither he nor his representative was responsible for the incomplete or inaccurate disclosure of the information.

If the Insurer requested the Insured to disclose material facts in writing, and the latter failed to disclose a circumstance that was not queried expressly by the Insurer, the latter is exempt from liability only if it can be proved that the Insured, or his representative, concealed the information with intent to deceive.
- 4.4 If the Insurer is obliged to indemnify in the absence of fault on the part of the Insured or his representative, the Insurer is due an additional premium to be agreed on commensurate with the aggravated risk. The same applies if neither contracting party was aware of a material fact prior to conclusion of the policy.
- 4.5 The right of the Insurer to avoid the contract for fraudulent misrepresentation of material facts remains unaffected.
- 5 Alteration of risk**
  - 5.1 The Insured may change the risk, in particular aggravate it, as well as allow change by a third party.
  - 5.2 If the Insured alters the risk or becomes aware of a change of risk, he shall inform the Insurer without delay.

- 5.3 A change of risk is said to exist in particular when
- the commencement or end of the insured transport is subject to considerable delay;
  - there is a major deviation from the specified or customary transport route;
  - the destination port or airport is changed;
  - the goods are stowed on deck.

5.4 The Insurer is not obliged to indemnify if the Insured fails to disclose an aggravation of risk, provided that the failure to disclose was neither a wilful nor grossly negligent act and influenced neither occurrence of the loss event nor the amount payable by the Insurer.

5.5 The Insurer is due an additional premium commensurate with the aggravated risk, unless the aggravation was in the Insurer's own interest or on humanitarian grounds, or was caused by an insured event that posed a threat to the goods.

5.6 The Insurer is not entitled to cancel the policy on the grounds of a change of risk.

**6 Alteration or abandonment of conveyance**

6.1 The Insurer is not obliged to indemnify if the goods are shipped via a means of transport other than the one named in the policy, or are discharged despite direct transport having been stipulated. The same applies if a specific means of transport or specific route were named in the policy.

6.2 The Insurer's obligation to indemnify remains unaffected if, after inception of the policy, the transport is altered or abandoned as a consequence of an insured event or without the consent of the Insured. The provisions governing alteration of risk apply correspondingly.

**7 Obligations prior to occurrence of loss**

7.1 Means of transport  
 If a specific means of transport with which to convey the goods was not agreed, the Insured shall - insofar as he is able to exercise any influence on the choice of such means - employ means of transport which are suitable for stowing and transporting the goods.

Furthermore, ocean-going vessels are considered suitable only if they meet the conditions of the DTV's Classification and Age Clause and, where required, are certified according to the International Safety Management Code (ISM Code), or if the shipowner is in possession of a valid Document of Compliance (DoC), as required by the 1974 SOLAS Convention and supplements.

7.2 Legal consequences of a breach of obligations  
 If the Insured breaches this or any other contractually agreed obligation by way of a de-

liberate or grossly negligent act, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.

If unsuitable means of transport are employed, the goods will still be covered if the Insured was unable to exercise any influence on the choice of such means, or he exercised the diligence of a prudent businessman when choosing the carrier or forwarding agent. Should the Insured become aware of the unsuitability of a means of transport, he shall notify the Insurer immediately and pay a reasonable additional premium to be agreed with the Insurer.

**8 Policy duration**

The policy provides cover from warehouse to warehouse, and

8.1 commences the moment the goods are removed - for immediate transport - from the place of storage.

8.2 Depending on which occurs first, the cover terminates

8.2.1 the moment the goods arrive at the place of final delivery stipulated by the consignee;

8.2.2 the moment the goods are forwarded after discharge at the port or airport of destination to a place of delivery not named in the policy if this change aggravates the risk;

8.2.3 on expiry of 60 days after the goods have been discharged from the ocean-going vessel or aeroplane at the port or airport of destination. Provided the Insured's own interest is involved, the policy will not terminate at the end of the period agreed - following discharge of the goods from the ocean-going vessel or aeroplane at the port or airport of destination - an insured peril delayed the insured voyage and the Insured reported the delay immediately. The Insurer is due a reasonable additional premium that is to be agreed;

8.2.4 if the goods are transported as per Incoterms FOB or CFR when stowed on board an ocean-going vessel;

8.2.5 if the goods are sold when an insured peril has occurred and when risk is passed;

8.2.6 upon expiry of the period agreed in No. 9.1 when goods are temporarily stored by order of the Insured.

**9 Storage**

9.1 If the goods need to be stored during the duration of the policy, cover is limited to 60 days per storage period.

9.2 For storage in the ordinary course of transit not by order of the Insured, cover extends beyond the period agreed in No. 9.1 above only if the

	<p>Insured can prove that he had no knowledge of the storage period being exceeded or could not, according to sound commercial principles, influence the duration of storage.</p> <p>The Insured shall notify the Insurer immediately upon becoming aware of the storage period having been exceeded. The Insurer is due a reasonable additional premium to be agreed.</p> <p>If the goods are transported by sea or air, No. 8.2.3 applies on a supplementary basis.</p>		<p>The same applies to the Insurer's obligation to issue a replacement policy, the cost of which is borne by the Insured.</p>
9.3	<p>The periods of storage stated in Nos. 9.1 - 9.2 include the day of arrival and the day of departure.</p>	11.4	<p>The contents of the policy are regarded as approved by the Insured - without the legal consequences needing to be advised - if they are not contested immediately upon issue. The right of the Insured to contest such approval on account of an error remains unaffected.</p>
<b>10</b>	<b>Sum insured; insured value</b>	<b>12</b>	<b>Premium</b>
10.1	<p>The sum insured should correspond to the insured value of the goods.</p>	12.1	<p>The premium plus additional costs and insurance tax are due immediately upon conclusion of the insurance contract.</p>
10.2	<p>The insured value is the fair market value of the goods or, failing that, their market value at the place of departure at commencement of cover plus the cost of insurance, the costs incurred until the goods are delivered to the carrier, and the freight ultimately paid.</p>	12.2	<p>Payment is considered made in good time if it is effected immediately upon receipt of the insurance policy and/or the invoice.</p>
10.3	<p>Interests as per No. 1.1.3 are covered by special arrangement only, and only if they are part of the sum insured or correspond to the insured value of the goods. They include anticipated profit for the buyer of 10 % of the insured value.</p>	12.3	<p>If the Insured is responsible for not making the payment in good time, he will be regarded as having defaulted the moment he receives a written reminder. The Insurer makes a written request for the payment and sets a deadline for payment of at least two weeks.</p>
10.4	<p>The provisions contained in No. 10.1 can be applied correspondingly to the separate insurance of other interests. No. 10.2 applies, in particular, to the insurance of increased value.</p>	12.4	<p>If the Insured is still in default after the two weeks have passed, the Insurer is released of his obligation to indemnify any insured event which occurs before the payment is made.</p> <p>The Insurer may cancel the insurance contract without notice if the Insured is still in default after a further two weeks. The Insurer is nevertheless entitled to payment of the agreed premium.</p> <p>The Insurer is not entitled to invoke the legal provisions contained in this section of the conditions until he has notified the Insured in writing.</p>
10.5	<p>If the insured value has been fixed at an agreed value, the latter determines the insured value. The Insurer is, however, entitled to demand that the agreed value be lowered if it exceeds the real insured value by a substantial amount. If the sum insured is less than the agreed value, the Insurer shall indemnify - even when the agreed value has been lowered - only in the proportion the sum insured bears to the agreed value.</p> <p>This provision applies accordingly to the insurance of other insurable interests.</p>	<b>13</b>	<b>Insurance for account of another (to whom it may concern)</b>
<b>11</b>	<b>Policy</b>	13.1	<p>The Insured may conclude the insurance policy in his own name on behalf of another with or without having to name the Assured in person (insurance for account of another).</p> <p>If insurance is taken out for account of another and the latter is named in person, it is assumed that the contracting party is acting not as a representative, but in his own name for account of another.</p> <p>In the case of an insurance contract concluded "to whom it may concern" or if the contract leaves open the account for which the insurance cover is to apply, the provisions for insurance for account of another apply if it emerges that the interest of another is being insured.</p>
11.1	<p>At the Insured's request, the Insurer is obliged to issue a signed certificate documenting the insurance contract (policy).</p>	13.2	<p>The Assured is entitled to exercise his rights under the contract. However, only the Insured is entitled to request that the policy be handed over.</p>
11.2	<p>If a policy has been issued, the Insurer is not obliged to indemnify until presented with this policy. The payment to the holder of the policy discharges the Insurer from further liability.</p>		
11.3	<p>If the policy is lost or destroyed, the Insurer is obliged to indemnify once the policy has been declared invalid, or security has been given; security by way of a guarantee is excluded.</p>		

- Without the Insured consent, the Assured is not entitled to exercise his rights under the contract and to enforce these rights in a court of law unless he is in possession of the policy.
- 13.3 The Insured is entitled to exercise in his own name the contractual rights due to the Assured.
- If a policy has been issued, the Insured is not entitled to accept a payment and transfer the rights of the Assured unless he is in possession of the policy.
- The Insurer is not obliged to indemnify the Insured unless the latter can prove that the Assured has given his approval to the insurance.
- 13.4 The Insured is not obliged to surrender the policy to the Assured or - in the case of insolvency of the latter - to the receiver before he has been satisfied for claims he has on the Assured in respect of the subject matter insured. He is entitled to satisfy himself for such claims out of the insurance claim against the Insurer or out of the collected indemnity.
- 13.5 The Insurer may set off any claim he has on the Insured who effected the insurance against an insurance claim in so far as the Insurer's claim results from the insurance taken out by the Insured for the Assured.
- 13.6 The knowledge and conduct of the Assured is considered to be equivalent to the knowledge and conduct of the Insured.
- 13.6.1 Where the insurance was concluded without the knowledge of the Assured, it is of no avail whether or not he knew or ought to have known of the occurrence. The same applies if timely notification of the Insured was either not possible or not feasible under the circumstances.
- 13.6.2 If the Insured concluded the contract without the Assured's consent and failed to notify the Insurer thereof, the Insurer is not obliged to accept a plea of ignorance in a claim against him.
- 13.7 The insurance may not be concluded for the benefit of ocean carriers, carriers, warehouse keepers and forwarding agents.
- 14 Sale of the insured property**
- 14.1 If the Insured sells the insured good, the purchaser shall take the place of the Insured in the rights and duties arising out of the insurance contract for the duration of his ownership.
- The vendor and the purchaser shall be jointly and severally liable for the premium for the insurance period in force at the time the transfer took place.
- The Insurer shall be required to bear the consequences of the transfer only as of such time as he becomes aware of it.
- 14.2 If a policy has been issued, joint liability of the buyer for the payment of premiums and ancillary costs no longer apply. Once the policy has been issued, the Insurer cannot claim exemption from obligation to indemnify as per No. 12.4 on account of non-payment of premium unless the buyer knew or ought to have known the reason for this exemption.
- 14.3 If the compensation claim is assigned by way of a pledge, the provision contained in No. 14.2 Para. 2 applies in favour of the pledgee.
- 14.4 The Insurer is not entitled to cancel the policy on the grounds of the sale of the insured goods.
- 14.5 The Insured is not obliged to report the sale of the goods to the Insurer.
- 14.6 The purchaser is entitled to cancel the policy with immediate effect. This right to cancel the policy lapses if the purchaser fails to exercise it within one month of acquiring the goods or, if he was unaware of the existence of the policy, within one month of becoming aware of the policy.
- 14.7 If the policy is cancelled in accordance with No. 14.6 above, the vendor shall pay the premium, the purchaser bears no liability for the premium.
- 15 Provisions for the loss event**
- 15.1 Declaration of loss event
- The Insured shall notify the Insurer immediately of any loss/damage.
- 15.2 Averting or minimising the loss/damage
- In the event of a loss/damage, the Insured shall avert or minimise the damage as far as possible. He shall observe any instructions of the Insurer and shall request such instructions as far as circumstances allow.
- 15.3 Instructions of the Insurer or the surveyor
- 15.3.1 The Insured shall observe the instructions of the Insurer concerning the loss, consult immediately with the surveyor named in the policy or the insurance certificate in order to assess the damage, and submit the latter's survey report to the Insurer.
- 15.3.2 If there is good reason, the services of the nearest Lloyd's agent may be called upon in place of the surveyor named in the policy.
- 15.4 Disclosure of information
- The Insured shall provide the Insurer with all information required to assess the insured loss or the extent of the indemnification due. He is obliged to procure and safeguard all evidence that may be of relevance to the later clarification of events leading up to the loss, or which are necessary for the assertion of claims of recourse.

<p>15.5</p> <p>Legal consequences of a breach of obligations If the Insured fails, either wilfully or through gross negligence, to meet any of the obligations stated in Nos. 15.2 - 15.4 above, the Insurer is released from his obligation to indemnify without the need to separately explain the legal consequences of such a breach to the Insured. The Insurer shall remain to indemnify provided that the breach of obligation had no influence on the determination of the insured event or on the determination or the scale of the indemnity payable by the Insurer.</p>	<p>17.3</p> <p>Damage to goods</p>
<p>15.6</p> <p>Right of subrogation In the event of a loss, the Insured shall safeguard the right of recourse against third parties who are or might be liable for the loss, as well as assist the Insurer in the recourse proceedings. If the insured breaches this duty either wilfully or through gross negligence, the Insurer is released from his obligation to indemnify if he is unable to claim compensation from the third party.</p>	<p>17.3.1</p> <p>If all or part of the goods are damaged, their fair market value or, failing that, the market value they would have had at the place of discharge had the loss not occurred (sound value) and their damaged value shall be determined. The indemnification due bears the same proportion to the sum insured as the gross damaged value bears to the gross sound value.</p> <p>17.3.2</p> <p>Immediately upon notification of the facts material to the extent of claim, the Insurer may request the damaged value to be determined by private sale or public auction. In this case, the gross proceeds from the sale take the place of the damaged value. If the conditions of sale require the seller to deliver in advance, the Insurer guarantees the payment of the purchase price, provided he has agreed to the terms of sale.</p>
<p><b>16</b></p> <p><b>Lodgement of claims; forfeiture of right to compensation</b></p>	<p>17.4</p> <p>Repair/replacement</p>
<p>16.1</p> <p>The Insured shall claim for an insured loss within fifteen months of termination of the covered risk and, if the means of transport has disappeared presumed lost, before expiry of the period of presumptive loss. The postmark shall evidence adherence to the time limit.</p>	<p>17.4.1</p> <p>In the event of damage to or loss of part of the goods, the Insured may, in lieu of part of the insured value, claim compensation for the necessary costs incurred at the time of loss of repairing or replacing the damaged or lost goods.</p>
<p>16.2</p> <p>The Insured shall forfeit his right to compensation if the claim is not made in good time.</p>	<p>17.4.2</p> <p>In the event of damage to or loss of goods that form part of an insured entity, the Insurer indemnifies for total loss if repair or replacement is either impossible or inexpedient. Any residual value is taken into account.</p>
<p><b>17</b></p> <p><b>Indemnification</b></p>	<p>17.4.3</p> <p>The Insurer reimburses without deductible "new for old" the necessary costs at the time the loss was noted of repairing or replacing used machines, devices, equipment, vehicles and their components. If the current value of the above equipment amounts to less than 40 % of its new value, the reimbursement payable shall not exceed the current value.</p>
<p>17.1</p> <p>Loss of goods If the goods are lost either totally or in part, if they are no longer available and there is no prospect of return, or if - in the opinion of an expert - the original state of the goods has been destroyed, the Insured is entitled to claim the share of the sum insured assigned to the goods minus the value of salvaged goods.</p>	<p>17.5</p> <p>Underinsurance If the sum insured is less than the insured value, the Insurer is liable for the loss and expenses only in the proportion of the insured amount to the insured value.</p>
<p>17.2</p> <p>Disappearance If both the goods and the means of transport have disappeared, the Insurer indemnifies the Insured for total loss unless it can be assumed with all probability that the loss was caused by an uninsured risk. The means of transport are presumed lost 60 days after the expected date of arrival (30 days for journeys within Europe) and no news has been received by the time the claim is made. If communication links are interrupted owing to war, hostile events, civil war or civil commotion, the time period is extended in accordance with the circumstances up to a maximum of 6 months.</p>	<p>17.6</p> <p>Sale of goods before termination of the insured transport</p> <p>17.6.1</p> <p>After inception of the policy, if the transport is abandoned or is not completed for any reason and the Insurer is still obliged to indemnify, the latter is entitled to request the Insured to sell the goods with his assistance by private sale or public auction if the goods could not be forwarded at reasonable cost or within an agreed period of time. If the Insurer requests that the goods be sold, the sale shall take place immediately.</p>

- 17.6.2 In the event of a sale, the Insured can demand reimbursement of the difference between the sum insured and the proceeds from the sale. The same applies if the goods in transit have to be sold as a result of a loss claimed against the Insurer.
- 17.6.3 If the conditions of sale require the seller to pay/deliver in advance, the Insurer guarantees the payment of the purchase price, provided he has agreed to the terms of sale.
- 17.7 Non-materialisation of interest; saved costs  
If an insured interest or anticipated profit, increased value, customs duty or freight or other costs do not materialise when the loss occurs, the corresponding part of the sum insured is ignored when determining the extent of the loss. The same applies to any costs saved on account of a loss event having occurred.
- 17.8 Other recoveries  
Any other recoveries received by the Insured in respect of a loss are set off by the Insurer against the indemnification payable.
- 18 Subrogation**
- 18.1 If the Insured requests payment of the sum insured, the Insurer may decide whether or not the rights to the goods or the title to the insured goods shall transfer to him upon payment of the sum. This right applies only if exercised immediately by the Insurer upon notification of the circumstances of the loss event.
- 18.2 If the Insurer elects subrogation, the Insured is obliged to minimise the loss if the Insurer himself is unable to do so. The Insured is obliged to disclose all information required to assert the rights, furnish or make available any probative documents, as well as assist the Insurer in recovering and evaluating the goods. The Insurer bears the relevant costs and advance these upon request. The Insured receives that part of the net proceeds from the sale that exceeds the sum insured.
- 18.3 If the Insurer does not choose subrogation, the Insured pays the Insurer either the fair market value of the recovered goods or the net proceeds from the sale.
- 18.4 Subrogation of claims against a third party and the Insurer's rights to abandonment remain unaffected.
- 19 Abandonment by the Insurer**
- 19.1 The Insurer is, in the event of an insured loss, entitled to discharge himself from all further liabilities by payment of the sum insured.
- 19.2 Notwithstanding any discharge of liability, the Insurer nonetheless remains obliged to indemnify the Insured for costs of averting or minimising the loss or in repairing or replacing the insured object, properly incurred before he was notified of the Insurer's intention to discharge himself from liability by payment of the sum insured. This also includes insured costs, which the Insured has undertaken to pay.
- 19.3 The Insurer's right to discharge himself from liability by payment of the sum insured ceases if the Insured fails to receive notification of this intent within one week of the Insurer becoming aware of the loss event and its direct consequences.
- 19.4 Payment of the sum insured does not earn the Insurer rights to the insured objects.
- 20 Experts' procedure**
- If the cause or extent of the loss is disputed, either party is entitled to request their ascertainment by an expert.
- 20.1 In this case, each party nominates an expert without delay. Upon naming an expert, each party is entitled to request the other in writing to do the same. If the second expert is not named within four weeks of receipt of the written request, the requesting party is entitled to have the expert named by the Chamber of Industry & Commerce (alternatively by the Consulate General of the Federal Republic of Germany) of the district in which the goods are currently located.
- 20.2 Before the survey begins, the two experts appoint a third party as a representative. If the parties cannot agree on a choice of representative, either or both parties can request that the representative be appointed by the Chamber of Industry & Commerce (alternatively by the Consulate General of the Federal Republic of Germany) of the district in which the goods are currently located.
- 20.3 The reports produced by the experts contain all information which, depending on the task at hand, is required to determine the cause of the loss and to assess the extent of the indemnification due.
- 20.4 The experts present each party with their findings simultaneously. If the findings diverge, the Insurer forwards the reports to the representative without delay. The representative then settles the disputed issues within the bounds of the findings made by the experts and present both parties with his decision at the same time.
- 20.5 Each party assumes the costs of his own expert. Each party pays half the costs of the representative. This applies even if the two parties agree mutually on an experts procedure. If the Insurer requested the procedure, he bears the entire costs of the proceedings.

- 20.6 The findings of the experts or of the representative are binding unless it is obvious that they deviate substantially from the facts of the case.
- 20.7 If the experts or the representative are unable or unwilling to produce findings, or if they delay proceedings unduly, different experts shall be appointed.
- 21 Limits of liability**
- 21.1 The Insurer's liability for losses occurring during the duration of the insurance is limited to the sum insured.
- 21.2 No. 21.1 applies equally to any subsequent loss event. If payments have been made to cover repairs or replacement, or expenses and costs as per Nos. 2.3.1.1 and 2.3.1.2 have been incurred, or if the Insured has become obliged to pay expenses of this kind, the sum insured is not reduced by the amount of such payments and obligations.
- 21.3 This does not affect No. 2.3.3 above.
- 22 Due date/payment of indemnity**
- 22.1 The Insurer is obliged to indemnify within two weeks of the final assessment of the loss. If the size of the indemnity payment could not be finalised within a month of the loss being reported, the Insured is entitled to demand part payment of the minimum amount likely under the circumstances.
- 22.2 The date on which the right to part payment arises is deferred by the length of time by which ascertainment of the insured event and the extent of the Insurer's obligation were delayed, if this delay was the fault of the Insured.
- 22.3 Indemnification must be paid in the currency of the sum insured.
- 23 Transfer of claims for loss/damages**
- 23.1 If the Insured is entitled to claim against a third party, these rights transfer to the Insurer upon indemnification of the Insured. The transfer may not be to the detriment of the Insured. In this event, the Insured is obliged to provide the Insurer with the information required to assert these rights, to submit - provided they are in his possession - all certificates documenting the claim, and to submit all papers - certified by a notary public - documenting the transfer of rights. The Insurer shall bear these costs.
- Section 1 applies accordingly in case of general average. However, the Insured's claim to General Average allowance will pass to the Insurer the moment it arises if the latter is liable for sacrifices. If the compensation exceeds the damages and expenses paid by the Insurer, the excess is payable to the Insured.
- 23.2 The Insurer is discharged of his obligation to indemnify insofar as the Insured is unable to claim against a third party responsible for the transport because his legal liability is limited beyond the customary measure or excluded by contract. This does not apply if the limitation or exclusion was beyond the Insured's control.
- 23.3 Even after the right of recourse has transferred to the Insurer, the Insured is obliged to minimise the loss, if need be, by withholding payments such as freight. The Insured is obliged to assist the Insurer in asserting the claim and to forward immediately any material information, messages and documents. The Insurer shall bear the costs and make advance payments upon request.
- 24 Limitation period**
- 24.1 Claims arising from the policy are subject to a limitation period of three years. The limitation period commences at the end of the year in which payment can be requested. In case of general average, the period commences at the end of the year in which the Insured's contribution is asserted by way of a general average adjustment which meets the requirements laid down in No. 2.3.1.1.
- 24.2 If the Insured has reported a claim to the Insurer, the limitation period is suspended until the Insured has received a decision in writing from the Insurer.
- 25 Co-insurance**
- 25.1 If several Insurers underwrite a policy, the latter are obliged to indemnify for their respective shares only, i.e. not jointly. This applies even if the single policy or insurance certificate was underwritten by one Insurer on behalf of the others.
- 25.2 The terms and conditions concluded with the Insured by the leading underwriter are binding for the other Co-insurers. This weighs in favour of the Insured when claims are settled. Without the agreement of each individual Co-insurer, however, the leading underwriter is not authorised to do any of the following:
- increase the policy limit;
  - include the risks excluded under Nos. 2.4.1.1 - 2.4.1.3 (see No. 2.4.2);
  - change the policy currency;
  - change the terms of cancellation.
- In the absence of the consent of the Co-insurers, the leading Underwriter is also liable, by virtue of an unrestricted statement of declaration, for the shares of the Co-insurers.
- 25.3 The leading underwriter is empowered to litigate on behalf of the Co-insurers. This applies equally to cases brought before courts of law and to those before arbitration tribunals.



- However, a verdict against the leading underwriter for his part alone, or a settlement made after litigation or any arbitration award shall be recognised by the Co-insurers as binding for their quotas as well. If the leading Insurer's share falls short of the amount in dispute, the Insured is obliged - on the request of the leading Insurer or one of the participating Insurers - to extend the action to include the second and, where necessary, the third and other Insurers until the sum is reached. If the Insured does not meet this request, Sentence 1 is void.
- 25.4 The existing leading underwriter shall notify the Co-insurers immediately and in writing of a change in leadership. This disclosure may also
- 25.5 be made by the Insured. In this case, each Co-insurer is entitled to cancel his participation in the policy with four weeks' notice. The right to give notice extinguishes if not exercised within one month of the written notification of a change in leadership.
- 25.5 Disclosures and statements received by the leading underwriter are regarded as having been received by the Co-insurers as well.
- 26 Final clause (applicable law)**
- This policy is subject to the laws of the Federal Republic of Germany. Unless otherwise agreed, the provisions set out in Articles 1 to 80 of the VVG (within the scope of Article 187 of said Act) apply on a supplementary basis.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Limited Cover

<b>1</b>	<b>Interest / subject matter of the insurance</b>	<b>2.2</b>	Special cases
1.1	Insurable interest	2.2.1	Pre-carriage goods or returned goods
1.1.1	The subject matter of the cargo insurance can be any monetary interest a person has in seeing that the goods survive the perils of transport and associated storage.		Pre-carriage goods or returned goods are covered under the same conditions as other goods. This does not affect the Insured's obligation to prove that the damage occurred during the insured transport.
1.1.2	Covered are the goods specified in the insurance policy and/or other expenses and costs.	2.2.2	Damaged goods
1.1.3	Besides the goods, other insurable interests can also include <ul style="list-style-type: none"><li>- anticipated profit,</li><li>- increased value,</li><li>- duty,</li><li>- freight,</li><li>- taxes and charges</li><li>- other costs.</li></ul>		If the goods are already damaged at the inception of the policy, the Insurer makes good the loss or damage only if the existing damage did not have any influence on the damage that occurred during the insured period.
1.1.4	The Insured can insure his own interest (insurance for own account) or that of another (insurance for third-party account). See No. 13 for further details.	2.3	Insured expenses and costs
<b>2</b>	<b>Scope of cover</b>	2.3.1	The Insurer also indemnifies:
2.1	Perils and losses/damages	2.3.1.1	General Average contributions (G.A.) based on an adjustment drawn up in accordance with the law, the York-Antwerp Rules, the Rhine Rules (IVR), or any other internationally recognised G.A. rules, provided that the measure was intended to avert an insured loss/damage. If the contributory value exceeds the insured value and the latter equals the sum insured, the Insurer indemnifies to the limit of the sum insured. Provisions relating to under insurance as well as the conditions under No. 2.3.3 are unaffected by the above.
	Irrespective of percentage, the Insurer makes good loss of or damage to the insured goods arising out of the following events:		Within the scope of these provisions, the Insurer undertakes to reject claims made against the Insured for compensation and expenses arising from the Both to Blame Collision Clause;
	a) an accident involving the means of transport carrying the goods;	2.3.1.2	expenses for averting, minimising and ascertaining the scale or extent of damage, such as
	an accident involving the means of transport is also said to exist when the ship or vessel carrying the goods is stranded, strikes ground or runs aground, capsizes, sinks, founders, or is damaged by ice;	2.3.1.2.1	expenses reasonably incurred in averting or minimising an insured loss when that loss/damage has occurred (loss event) or is directly threatening;
	b) collapse of warehouse buildings;	2.3.1.2.2	expenses incurred by the Insured on the instruction of the Insurer when an insured loss/damage has occurred;
	c) fire, lightning, explosion, earthquakes, seaquakes, volcanic eruptions and other natural disasters; strike or crashing of a flying object or parts thereof including its cargo;	2.3.1.2.3	costs properly and reasonably incurred in assessing or determining the insured loss/damage, as well as costs incurred by a third party appointed to perform this task on instruction of the Insurer;
	d) jettison, washing overboard or otherwise being lost overboard as a result of heavy weather;	2.3.1.3	costs properly and reasonably incurred in transshipping, temporarily storing and forwarding the goods after an insured event or an insured accident involving the means of transport has occurred, insofar as they were incurred on instruction of the Insurer and are not already covered under No. 2.3.1.2.
	e) general average sacrifice;		
	f) discharging, interim storage and loading of goods at a port or airport of distress entered as a result of an insured event or following an emergency landing;		
	g) total loss of entire packages during loading onto or unloading from a means of transport, or during transshipment to or from a means of transport.		

<p>2.3.2 The Insurer bears the expenses and costs as per Nos. 2.3.1.2.1 and 2.3.1.2.2 even if the measures undertaken were unsuccessful.</p> <p>2.3.3 Expenses and costs as per Nos. 2.3.1.1 and 2.3.1.2 are reimbursed even if, together with other payments, they exceed the sum insured.</p> <p>2.3.4 The Insured may request the Insurer to assume contributions to general average via guarantee, advance him such contributions, as well as advance the amount required to avert, minimise or ascertain the size of a loss.</p> <p>2.4 Perils not covered</p> <p>2.4.1 Cover is not provided for the following perils:</p> <p>2.4.1.1 war, civil war or similar hostilities as well as perils which - whether war be declared or not - arise out of the hostile use of weapons of war and from the existence of derelict weapons of war as a result of one of these perils;</p> <p>2.4.1.2 strikes, lock-outs, industrial unrest, acts of violence by terrorist or political groups - regardless of the number of people involved - riots and other civil commotions;</p> <p>2.4.1.3 confiscation, deprivation of possession or other acts of authorities;</p> <p>2.4.1.4 the use of chemical, biological, biochemical substances or electromagnetic waves as weapons which constitute a public danger, irrespective of other contributory causes;</p> <p>2.4.1.5 nuclear energy or other ionising radiation;</p> <p>2.4.1.6 insolvency or financial default of the shipowner, charterer or operator, or in respect of any other financial dispute involving the above parties, unless:</p> <ul style="list-style-type: none"> <li>- the Insured can prove that he exercised the diligence of a prudent businessman in choosing the above parties or the responsible forwarding agent;</li> <li>- the Insured or Assured is the buyer and, under the terms of the sales contract, had no control over the choice of persons involved in the transport of the goods.</li> </ul> <p>2.4.2 The risks covered under Nos. 2.4.1.1 - 2.4.1.3 and 2.4.1.5 can be insured additionally within the scope of the respective DTV clauses.</p> <p>2.5 Exclusions</p> <p>2.5.1 The Insurer is not liable for losses/damages arising from</p> <p>2.5.1.1 a delay in the transport;</p> <p>2.5.1.2 inherent vice or the nature of the goods;</p> <p>2.5.1.3 customary differences or losses in number, weight or measure of the goods. If a deductible has been agreed, however, such differences or losses are regarded as covered;</p> <p>2.5.1.4 ordinary humidity or fluctuations in temperature;</p>	<p>2.5.1.5 inappropriate and inadequate packaging or incorrect stowage insofar as the Insured acted wilfully or with gross negligence.</p> <p>2.5.2 The Insurer is not liable for indirect loss/damage in whatever form.</p> <p>2.6 Causation</p> <p>In the event of a loss/damage which, under the circumstances, could also have been caused by a non-insured risk (see Nos. 2.4.1.1 - 2.4.1.3, and No. 2.4.1.6) or peril (see Nos. 2.5.1.1 - 2.5.1.5), the Insurer is obliged to indemnify if the loss or damage was, in all probability, caused by an insured peril.</p> <p><b>3 Faults of the Insured</b></p> <p>The Insurer is not obliged to indemnify if the insured event is caused by a wilful or grossly negligent act of the Insured.</p> <p><b>4 Insured's duty of disclosure before inception</b></p> <p>4.1 Before inception of the policy, the Insured is obliged to disclose all material facts and circumstances, and to answer completely and truthfully all questions posed by the Insurer. A material fact is a circumstance that would influence the Insurer in accepting, declining or rating the insurance. In case of doubt, a material fact is understood as one that the Insurer has queried expressly or in writing.</p> <p>If a representative appointed by the Insured concludes the policy and the former is aware of a material fact, the Insured shall be deemed to have been aware of said material fact himself.</p> <p>4.2 The Insurer is not obliged to indemnify if incomplete or inaccurate information is disclosed.</p> <p>This also applies if information was not disclosed on account of the Insured's ignorance of the fact and this was due to gross negligence on his part.</p> <p>If the loss event has already occurred, the Insurer may not refuse cover if the Insured can prove that the incomplete or inaccurate information disclosed influenced neither the loss event occurring nor the size or scale of the payment obligation.</p> <p>If the Insurer refuses to indemnify the Insured, the latter may cancel the policy. This right to cancel the policy lapses if the Insured fails to exercise it within one month of receiving notification of the Insurer's decision to refuse indemnification.</p> <p>4.3 The Insurer shall be obliged to indemnify if he was aware of the material facts or that such facts had been inaccurately disclosed.</p> <p>The same applies if the Insured can prove that</p>
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- neither he nor his representative was responsible for the incomplete or inaccurate disclosure of the information.
- If the Insurer requested the Insured to disclose material facts in writing, and the latter failed to disclose a circumstance that was not queried expressly by the Insurer, the latter is exempt from liability only if it can be proved that the Insured, or his representative, concealed the information with intent to deceive.
- 4.4 If the Insurer is obliged to indemnify in the absence of fault on the part of the Insured or his representative, the Insurer is due an additional premium to be agreed on commensurate with the aggravated risk. The same applies if neither contracting party was aware of a material fact prior to conclusion of the policy.
- 4.5 The right of the Insurer to avoid the contract for fraudulent misrepresentation of material facts remains unaffected.
- 5 Alteration of risk**
- 5.1 The Insured may change the risk, in particular aggravate it, as well as allow change by a third party.
- 5.2 If the Insured alters the risk or becomes aware of a change of risk, he shall inform the Insurer without delay.
- 5.3 A change of risk is said to exist in particular when
- the commencement or end of the insured transport is subject to considerable delay;
  - there is a major deviation from the specified or customary transport route;
  - the destination port or airport is changed;
  - the goods are stowed on deck.
- 5.4 The Insurer is not obliged to indemnify if the Insured fails to disclose an aggravation of risk, provided that the failure to disclose was neither a wilful nor grossly negligent act and influenced neither occurrence of the loss event nor the amount payable by the Insurer.
- 5.5 The Insurer is due an additional premium commensurate with the aggravated risk, unless the aggravation was in the Insurer's own interest or on humanitarian grounds, or was caused by an insured event that posed a threat to the goods.
- 5.6 The Insurer is not entitled to cancel the policy on the grounds of a change of risk.
- 6 Alteration or abandonment of conveyance**
- 6.1 The Insurer is not obliged to indemnify if the goods are shipped via a means of transport other than the one named in the policy, or are discharged despite direct transport having been stipulated. The same applies if a specific means of transport or specific route were named in the policy.
- 6.2 The Insurer's obligation to indemnify remains unaffected if, after inception of the policy, the transport is altered or abandoned as a consequence of an insured event or without the consent of the Insured. The provisions governing alteration of risk apply correspondingly.
- 7 Obligations prior to occurrence of loss**
- 7.1 Means of transport
- If a specific means of transport with which to convey the goods was not agreed, the Insured shall - insofar as he is able to exercise any influence on the choice of such means - employ means of transport which are suitable for stowing and transporting the goods.
- Furthermore, ocean-going vessels are considered suitable only if they meet the conditions of the DTV's Classification and Age Clause and, where required, are certified according to the International Safety Management Code (ISM Code), or if the shipowner is in possession of a valid Document of Compliance (DoC), as required by the 1974 SOLAS Convention and supplements.
- 7.2 Legal consequences of a breach of obligations
- If the Insured breaches this or any other contractually agreed obligation by way of a deliberate or grossly negligent act, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.
- If unsuitable means of transport are employed, the goods will still be covered if the Insured was unable to exercise any influence on the choice of such means, or he exercised the diligence of a prudent businessman when choosing the carrier or forwarding agent. Should the Insured become aware of the unsuitability of a means of transport, he shall notify the Insurer immediately and pay a reasonable additional premium to be agreed with the Insurer.
- 8 Policy duration**
- The policy provides cover from warehouse to warehouse, and
- 8.1 commences the moment the goods are removed - for immediate transport - from the place of storage.
- 8.2 Depending on which occurs first, the cover terminates
- 8.2.1 the moment the goods arrive at the place of final delivery stipulated by the consignee;
- 8.2.2 the moment the goods are forwarded after discharge at the port or airport of destination to a place of delivery not named in the policy if this change aggravates the risk;

- 8.2.3 on expiry of 60 days after the goods have been discharged from the ocean-going vessel or aeroplane at the port or airport of destination. Provided the Insured's own interest is involved, the policy will not terminate at the end of the period agreed - following discharge of the goods from the ocean-going vessel or aeroplane at the port or airport of destination - an insured peril delayed the insured voyage and the Insured reported the delay immediately. The Insurer is due a reasonable additional premium that is to be agreed;
- 8.2.4 if the goods are transported as per Incoterms FOB or CFR when stowed on board an ocean-going vessel;
- 8.2.5 if the goods are sold when an insured peril has occurred and when risk is passed;
- 8.2.6 upon expiry of the period agreed in No. 9.1 when goods are temporarily stored by order of the Insured.

**9 Storage**

- 9.1 If the goods need to be stored during the duration of the policy, cover is limited to 60 days per storage period.
- 9.2 For storage in the ordinary course of transit not by order of the Insured, cover extends beyond the period agreed in No. 9.1 above only if the Insured can prove that he had no knowledge of the storage period being exceeded or could not, according to sound commercial principles, influence the duration of storage.  
  
The Insured shall notify the Insurer immediately upon becoming aware of the storage period having been exceeded. The Insurer is due a reasonable additional premium to be agreed.  
  
If the goods are transported by sea or air, No. 8.2.3 applies on a supplementary basis.
- 9.3 The periods of storage stated in Nos. 9.1 - 9.2 include the day of arrival and the day of departure.

**10 Sum insured; insured value**

- 10.1 The sum insured should correspond to the insured value of the goods.
- 10.2 The insured value is the fair market value of the goods or, failing that, their market value at the place of departure at commencement of cover plus the cost of insurance, the costs incurred until the goods are delivered to the carrier, and the freight ultimately paid.
- 10.3 Interests as per No. 1.1.3 are covered by special arrangement only, and only if they are part of the sum insured or correspond to the insured value of the goods. They include anticipated profit for the buyer of 10 % of the insured value.
- 10.4 The provisions contained in No. 10.1 can be

applied correspondingly to the separate insurance of other interests. No. 10.2 applies, in particular, to the insurance of increased value.

10.5 If the insured value has been fixed at an agreed value, the latter determines the insured value. The Insurer is, however, entitled to demand that the agreed value be lowered if it exceeds the real insured value by a substantial amount. If the sum insured is less than the agreed value, the Insurer shall indemnify - even when the agreed value has been lowered - only in the proportion the sum insured bears to the agreed value.

This provision applies accordingly to the insurance of other insurable interests.

**11 Policy**

- 11.1 At the Insured's request, the Insurer is obliged to issue a signed certificate documenting the insurance contract (policy).
- 11.2 If a policy has been issued, the Insurer is not obliged to indemnify until presented with this policy. The payment to the holder of the policy discharges the Insurer from further liability.
- 11.3 If the policy is lost or destroyed, the Insurer is obliged to indemnify once the policy has been declared invalid, or security has been given; security by way of a guarantee is excluded. The same applies to the Insurer's obligation to issue a replacement policy, the cost of which is borne by the Insured.
- 11.4 The contents of the policy are regarded as approved by the Insured - without the legal consequences needing to be advised - if they are not contested immediately upon issue. The right of the Insured to contest such approval on account of an error remains unaffected.

**12 Premium**

- 12.1 The premium plus additional costs and insurance tax are due immediately upon conclusion of the insurance contract.
- 12.2 Payment is considered made in good time if it is effected immediately upon receipt of the insurance policy and/or the invoice.
- 12.3 If the Insured is responsible for not making the payment in good time, he will be regarded as having defaulted the moment he receives a written reminder. The Insurer makes a written request for the payment and set a deadline for payment of at least two weeks.
- 12.4 If the Insured is still in default after the two weeks have passed, the Insurer is released of his obligation to indemnify any insured event which occurs before the payment is made.  
  
The Insurer may cancel the insurance contract without notice if the Insured is still in default after a further two weeks. The Insurer is nevertheless entitled to payment of the agreed

- premium.  
The Insurer is not entitled to invoke the legal provisions contained in this section of the conditions until he has notified the Insured in writing.
- 13 Insurance for account of another (to whom it may concern)**
- 13.1 The Insured may conclude the insurance policy in his own name on behalf of another with or without having to name the Assured in person (insurance for account of another).  
In the case of an insurance contract concluded "to whom it may concern" or if the contract leaves open the account for which the insurance cover is to apply, the provisions for insurance for account of another apply if it emerges that the interest of another is being insured.
- 13.2 The Assured is entitled to exercise his rights under the contract. However, only the Insured is entitled to request that the policy be handed over.  
Without the Insured consent, the Assured is not entitled to exercise his rights under the contract and to enforce these rights in a court of law unless he is in possession of the policy.
- 13.3 The Insured is entitled to exercise in his own name the contractual rights due to the Assured.  
If a policy has been issued, the Insured is not entitled to accept a payment and transfer the rights of the Assured unless he is in possession of the policy.  
The Insurer is not obliged to indemnify the Insured unless the latter can prove that the Assured has given his approval to the insurance.
- 13.4 The Insured is not obliged to surrender the policy to the Assured or - in the case of insolvency of the latter - to the receiver before he has been satisfied for claims he has on the Assured in respect of the subject matter insured. He is entitled to satisfy himself for such claims out of the insurance claim against the Insurer or out of the collected indemnity.
- 13.5 The Insurer may set off any claim he has on the Insured who effected the insurance against an insurance claim in so far as the Insurer's claim results from the insurance taken out by the Insured for the Assured.
- 13.6 The knowledge and conduct of the Assured is considered to be equivalent to the knowledge and conduct of the Insured.
- 13.6.1 Where the insurance was concluded without the knowledge of the Assured, it is of no avail whether or not he knew or ought to have known of the occurrence. The same applies if timely notification of the Insured was either not possible or not feasible under the circumstances.
- 13.6.2 If the Insured concluded the contract without the Assured's consent and failed to notify the Insurer thereof, the Insurer is not obliged to accept a plea of ignorance in a claim against him.
- 13.7 The insurance may not be concluded for the benefit of ocean carriers, carriers, warehouse keepers and forwarding agents.
- 14 Sale of the insured property**
- 14.1 If the Insured sells the insured good, the purchaser shall take the place of the Insured in the rights and duties arising out of the insurance contract for the duration of his ownership.  
The vendor and the purchaser shall be jointly and severally liable for the premium for the insurance period in force at the time the transfer took place.  
The Insurer shall be required to bear the consequences of the transfer only as of such time as he becomes aware of it.
- 14.2 If a policy has been issued, joint liability of the buyer for the payment of premiums and ancillary costs no longer apply. Once the policy has been issued, the Insurer cannot claim exemption from obligation to indemnify as per No. 12.4 on account of non-payment of premium unless the buyer knew or ought to have known the reason for this exemption.
- 14.3 If the compensation claim is assigned by way of a pledge, the provision contained in No. 14.2 Para. 2 applies in favour of the pledgee.
- 14.4 The Insurer is not entitled to cancel the policy on the grounds of the sale of the insured goods.
- 14.5 The Insured is not obliged to report the sale of the goods to the Insurer.
- 14.6 The purchaser is entitled to cancel the policy with immediate effect. This right to cancel the policy lapses if the purchaser fails to exercise it within one month of acquiring the goods or, if he was unaware of the existence of the policy, within one month of becoming aware of the policy.
- 14.7 If the policy is cancelled in accordance with No. 14.6 above, the vendor shall pay the premium, the purchaser bears no liability for the premium.
- 15 Provisions for the loss event**
- 15.1 Declaration of loss event  
The Insured shall notify the Insurer immediately of any loss/damage.
- 15.2 Averting or minimising the loss/damage  
In the event of a loss/damage, the Insured shall avert or minimise the damage as far as possible. He shall observe any instructions of

- the Insurer and shall request such instructions as far as circumstances allow.
- 15.3 Instructions of the Insurer or the surveyor
- 15.3.1 The Insured shall observe the instructions of the Insurer concerning the loss, consult immediately with the surveyor named in the policy or the insurance certificate in order to assess the damage, and submit the latter's survey report to the Insurer.
- 15.3.2 If there is good reason, the services of the nearest Lloyd's agent may be called upon in place of the surveyor named in the policy.
- 15.4 Disclosure of information  
The Insured shall provide the Insurer with all information required to assess the insured loss or the extent of the indemnification due. He is obliged to procure and safeguard all evidence that may be of relevance to the later clarification of events leading up to the loss, or which are necessary for the assertion of claims of recourse.
- 15.5 Legal consequences of a breach of obligations  
If the Insured fails, either wilfully or through gross negligence, to meet any of the obligations stated in Nos. 15.2 - 15.4 above, the Insurer is released from his obligation to indemnify without the need to separately explain the legal consequences of such a breach to the Insured. The Insurer shall remain to indemnify provided that the breach of obligation had no influence on the determination of the insured event or on the determination or the scale of the indemnity payable by the Insurer.
- 15.6 Right of subrogation  
In the event of a loss, the Insured shall safeguard the right of recourse against third parties who are or might be liable for the loss, as well as assist the Insurer in the recourse proceedings.  
If the insured breaches this duty either wilfully or through gross negligence, the Insurer is released from his obligation to indemnify if he is unable to claim compensation from the third party.
- 16 Lodgement of claims; forfeiture of right to compensation**
- 16.1 The Insured shall claim for an insured loss within fifteen months of termination of the covered risk and, if the means of transport has disappeared presumed lost, before expiry of the period of presumptive loss. The postmark shall evidence adherence to the time limit.
- 16.2 The Insured shall forfeit his right to compensation if the claim is not made in good time.
- 17 Indemnification**
- 17.1 Loss of goods  
If the goods are lost either totally or in part, if they are no longer available and there is no prospect of return, or if - in the opinion of an expert - the original state of the goods has been destroyed, the Insured is entitled to claim the share of the sum insured assigned to the goods minus the value of salvaged goods.
- 17.2 Disappearance  
If both the goods and the means of transport have disappeared, the Insurer indemnifies the Insured for total loss unless it can be assumed with all probability that the loss was caused by an uninsured risk. The means of transport are presumed lost 60 days after the expected date of arrival (30 days for journeys within Europe) and no news has been received by the time the claim is made. If communication links are interrupted owing to war, hostile events, civil war or civil commotion, the time period is extended in accordance with the circumstances up to a maximum of 6 months.
- 17.3 Damage to goods
- 17.3.1 If all or part of the goods are damaged, their fair market value or, failing that, the market value they would have had at the place of discharge had the loss not occurred (sound value) and their damaged value shall be determined. The indemnification due bears the same proportion to the sum insured as the gross damaged value bears to the gross sound value.
- 17.3.2 Immediately upon notification of the facts material to the extent of claim, the Insurer may request the damaged value to be determined by private sale or public auction. In this case, the gross proceeds from the sale take the place of the damaged value. If the conditions of sale require the seller to deliver in advance, the Insurer guarantees the payment of the purchase price, provided he has agreed to the terms of sale.
- 17.4 Repair/replacement
- 17.4.1 In the event of damage to or loss of part of the goods, the Insured may, in lieu of part of the insured value, claim compensation for the necessary costs incurred at the time of loss of repairing or replacing the damaged or lost goods.
- 17.4.2 In the event of damage to or loss of goods that form part of an insured entity, the Insurer indemnifies for total loss if repair or replacement is either impossible or inexpedient. Any residual value is taken into account.
- 17.4.3 The Insurer reimburses without deductible "new for old" the necessary costs at the time the loss was noted of repairing or replacing

- used machines, devices, equipment, vehicles and their components. If the current value of the above equipment amounts to less than 40 % of its new value, the reimbursement payable shall not exceed the current value.
- 17.5 Underinsurance  
If the sum insured is less than the insured value, the Insurer is liable for the loss and expenses only in the proportion of the insured amount to the insured value.
- 17.6 Sale of goods before termination of the insured transport
- 17.6.1 After inception of the policy, if the transport is abandoned or is not completed for any reason and the Insurer is still obliged to indemnify, the latter is entitled to request the Insured to sell the goods with his assistance by private sale or public auction if the goods could not be forwarded at reasonable cost or within an agreed period of time. If the Insurer requests that the goods be sold, the sale takes place immediately.
- 17.6.2 In the event of a sale, the Insured can demand reimbursement of the difference between the sum insured and the proceeds from the sale. The same applies if the goods in transit have to be sold as a result of a loss claimed against the Insurer.
- 17.6.3 If the conditions of sale require the seller to pay/deliver in advance, the Insurer guarantees the payment of the purchase price, provided he has agreed to the terms of sale.
- 17.7 Non-materialisation of interest; saved costs  
If an insured interest or anticipated profit, increased value, customs duty or freight or other costs do not materialise when the loss occurs, the corresponding part of the sum insured is ignored when determining the extent of the loss. The same applies to any costs saved on account of a loss event having occurred.
- 17.8 Other recoveries  
Any other recoveries received by the Insured in respect of a loss are set off by the Insurer against the indemnification payable.
- 18 Subrogation**
- 18.1 If the Insured requests payment of the sum insured, the Insurer may decide whether or not the rights to the goods or the title to the insured goods shall transfer to him upon payment of the sum. This right applies only if exercised immediately by the Insurer upon notification of the circumstances of the loss event.
- 18.2 If the Insurer elects subrogation, the Insured is obliged to minimise the loss if the Insurer himself is unable to do so. The Insured is obliged to disclose all information required to assert the rights, furnish or make available any probative documents, as well as assist the Insurer in recovering and evaluating the goods. The Insurer bears the relevant costs and advance these upon request. The Insured receives that part of the net proceeds from the sale that exceeds the sum insured.
- 18.3 If the Insurer does not choose subrogation, the Insured pays the Insurer either the fair market value of the recovered goods or the net proceeds from the sale.
- 18.4 Subrogation of claims against a third party and the Insurer's rights to abandonment remain unaffected.
- 19 Abandonment by the Insurer**
- 19.1 The Insurer is, in the event of an insured loss, entitled to discharge himself from all further liabilities by payment of the sum insured.
- 19.2 Notwithstanding any discharge of liability, the Insurer nonetheless remains obliged to indemnify the Insured for costs of averting or minimising the loss or in repairing or replacing the insured object, properly incurred before he was notified of the Insurer's intention to discharge himself from liability by payment of the sum insured. This also includes insured costs, which the Insured has undertaken to pay.
- 19.3 The Insurer's right to discharge himself from liability by payment of the sum insured ceases if the Insured fails to receive notification of this intent within one week of the Insurer becoming aware of the loss event and its direct consequences.
- 19.4 Payment of the sum insured does not earn the Insurer rights to the insured objects.
- 20 Experts' procedure**
- 20.1 In this case, each party nominates an expert without delay. Upon naming an expert, each party is entitled to request the other in writing to do the same. If the second expert is not named within four weeks of receipt of the written request, the requesting party is entitled to have the expert named by the Chamber of Industry & Commerce (alternatively by the Consulate General of the Federal Republic of Germany) of the district in which the goods are currently located.
- 20.2 Before the survey begins, the two experts appoint a third party as a representative. If the parties cannot agree on a choice of representative, either or both parties can request that the representative be appointed by the Chamber of Industry & Commerce (alternatively by the Consulate General of the Federal Republic of Germany) of the district in which the goods



- are currently located.
- 20.3 The reports produced by the experts contain all information which, depending on the task at hand, is required to determine the cause of the loss and to assess the extent of the indemnification due.
- 20.4 The experts present each party with their findings simultaneously. If the findings diverge, the Insurer forwards the reports to the representative without delay. The representative then settles the disputed issues within the bounds of the findings made by the experts and present both parties with his decision at the same time.
- 20.5 Each party assumes the costs of his own expert. Each party pays half the costs of the representative. This applies even if the two parties agree mutually on an experts procedure. If the Insurer requested the procedure, he bears the entire costs of the proceedings.
- 20.6 The findings of the experts or of the representative are binding unless it is obvious that they deviate substantially from the facts of the case.
- 20.7 If the experts or the representative are unable or unwilling to produce findings, or if they delay proceedings unduly, different experts shall be appointed.

**21 Limits of liability**

- 21.1 The Insurer's liability for losses occurring during the duration of the insurance is limited to the sum insured.
- 21.2 No. 21.1 applies equally to any subsequent loss event. If payments have been made to cover repairs or replacement, or expenses and costs as per Nos. 2.3.1.1 and 2.3.1.2 have been incurred, or if the Insured has become obliged to pay expenses of this kind, the sum insured is not reduced by the amount of such payments and obligations.
- 21.3 This does not affect No. 2.3.3 above.

**22 Due date/payment of indemnity**

- 22.1 The Insurer is obliged to indemnify within two weeks of the final assessment of the loss. If the size of the indemnity payment could not be finalised within a month of the loss being reported, the Insured is entitled to demand part payment of the minimum amount likely under the circumstances.
- 22.2 The date on which the right to part payment arises is deferred by the length of time by which ascertainment of the insured event and the extent of the Insurer's obligation were delayed, if this delay was the fault of the Insured.
- 22.3 Indemnification must be paid in the currency of the sum insured.

**23 Transfer of claims for loss/damages**

- 23.1 If the Insured is entitled to claim against a third party, these rights transfer to the Insurer upon indemnification of the Insured. The transfer may not be to the detriment of the Insured. In this event, the Insured is obliged to provide the Insurer with the information required to assert these rights, to submit - provided they are in his possession - all certificates documenting the claim, and to submit all papers - certified by a notary public - documenting the transfer of rights. The Insurer shall bear these costs.  
Section 1 applies accordingly in case of general average. However, the Insured's claim to General Average allowance will pass to the Insurer the moment it arises if the latter is liable for sacrifices. If the compensation exceeds the damages and expenses paid by the Insurer, the excess is payable to the Insured.
- 23.2 If the Insured waives his claim against a third party or his rights to safeguard such a claim, the Insurer is released of liability insofar as he might have made recovery via said claim or rights.
- 23.3 The Insurer is discharged of his obligation to indemnify insofar as the Insured is unable to claim against a third party responsible for the transport because his legal liability is limited beyond the customary measure or excluded by contract. This does not apply if the limitation or exclusion was beyond the Insured's control.

- 23.4 Even after the right of recourse has transferred to the Insurer, the Insured is obliged to minimise the loss, if need be, by withholding payments such as freight. The Insured is obliged to assist the Insurer in asserting the claim and to forward immediately any material information, messages and documents. The Insurer shall bear the costs and make advance payments upon request.

**24 Limitation period**

- 24.1 Claims arising from the policy are subject to a limitation period of three years. The limitation period commences at the end of the year in which payment can be requested. In case of general average, the period commences at the end of the year in which the Insured's contribution is asserted by way of a general average adjustment which meets the requirements laid down in No. 2.3.1.1.
- 24.2 If the Insured has reported a claim to the Insurer, the limitation period is suspended until the Insured has received a decision in writing from the Insurer.

**25 Co-insurance**

- 25.1 If several Insurers underwrite a policy, the latter are obliged to indemnify for their respec-

- tive shares only, i.e. not jointly. This applies even if the single policy or insurance certificate was underwritten by one Insurer on behalf of the others.
- 25.2 The terms and conditions concluded with the Insured by the leading underwriter are binding for the other Co-insurers. This weighs in favour of the Insured when claims are settled. Without the agreement of each individual Co-insurer, however, the leading underwriter is not authorised to do any of the following
- increase the policy limit;
  - include the risks excluded under Nos. 2.4.1.1 - 2.4.1.3 (see No. 2.4.2);
  - change the policy currency;
  - change the terms of cancellation.
- In the absence of the consent of the Co-insurers, the leading Underwriter is also liable, by virtue of an unrestricted statement of declaration, for the shares of the Co-insurers.
- 25.3 The leading underwriter is empowered to litigate on behalf of the Co-insurers. This applies equally to cases brought before courts of law and to those before arbitration tribunals. However, a verdict against the leading underwriter for his part alone, or a settlement made after litigation or any arbitration award shall be recognised by the Co-insurers as binding for their quotas as well. If the leading Insurer's share falls short of the amount in dispute, the Insured is obliged - on the request of the leading Insurer or one of the participating Insurers - to extend the action to include the second and, where necessary, the third and other Insurers until the sum is reached. If the Insured does not meet this request, Sentence 1 is void.
- 25.4 The existing leading underwriter shall notify the Co-insurers immediately and in writing of a change in leadership. This disclosure may also be made by the Insured. In this case, each Co-insurer is entitled to cancel his participation in the policy with four weeks' notice. The right to give notice extinguishes if not exercised within one month of the written notification of a change in leadership.
- 25.5 Disclosures and statements received by the leading underwriter are regarded as having been received by the Co-insurers as well.
- 26 Final clause (applicable law)**
- This policy is subject to the laws of the Federal Republic of Germany. Unless otherwise agreed, the provisions set out in Articles 1 to 80 of the VVG (within the scope of Article 187 of said Act) apply on a supplementary basis.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Open Policy

- 1 Subject matter of the insurance**
- 1.1 The insurance covers all kinds of goods or all goods of the class designated in the policy which the Insured is bound - in accordance with accepted commercial principles - to insure either for his own or for another's account. Accordingly, cover is not provided for goods, which the Insured has to insure due to his obligation without having own legal or economic interests, even if he receives a payment to do so.
- 1.2 If an insurable interest arises after commencement of the transport, cover is provided under the terms of this policy on condition that the Insured is aware neither of the occurrence of any loss events nor of the existence of material facts meriting disclosure.
- 1.3 The insurance does not cover goods that are not named in the policy unless the premium and the scope of cover were agreed before commencement of the transport.
- 2 Open cover**
- 2.1 The open cover policy obliges the Insured to declare as per No. 3 below any transport and storage named in the policy.
- 2.2 The Insurer provides cover for any transport and storages under the terms and conditions defined in the policy.
- 3 Declaration procedure**
- 3.1 Individual declaration
- 3.1.1 The Insured shall declare immediately each individual transport and storage covered by the policy, giving details of the respective insured values. The declaration shall detail the commodity, type of packaging, means of transport and route, and also state whether the goods are loaded via lighter. The Insured shall further disclose all circumstances that the Insurer has queried expressly.
- 3.1.2 Goods returned following an insured loss recoverable under this policy need not to be declared.
- 3.1.3 The Insurer is discharged from liability without obligation to give notice of cancellation if the Insured fails to make a declaration or submits an erroneous declaration, unless it can be established that the Insured observed his duty as a prudent businessman and that he submitted or corrected the declaration immediately upon becoming aware of the error.
- 3.1.4 The Insurer is entitled to cancel the policy without notice if the Insured deliberately breaches his duty of declaration. The Insurer is entitled to the premiums that would have been payable up to cancellation had the contract not been breached.
- 3.1.5 Cover for the following risks is subject to prior written agreement:
- cover irrespective of who is carrying the risk;
  - storage beyond the time defined in No. 9.1 of DTV-Cargo 2008
  - increased value, DIC and/or DIL, contingency insurance, and the separate cover of the interests named in No. 1.1.3 of DTV-Cargo 2008 such as duty, freight etc.
  - exhibitions, trade fairs and other events
  - periods of storage or warehousing in packaging companies
- 3.2 Summarised declaration
- 3.2.1 Where agreed, the Insured is not obliged to declare each individual shipment and period of storage. Depending on the agreed terms, he shall disclose his insured turnover in said transactions on a monthly, quarterly, half-yearly or yearly basis at the end of the respective period. The turnover may be broken down by country group or other category.
- 3.2.2 The provisions stated in Nos. 3.1.2 - 3.1.5 apply correspondingly.
- 3.2.3 At the beginning of the insurance, the Insurer is entitled to request advance payment of the annual premium based on an estimate of the Insured's annual turnover. This will be adjusted at the end of the policy year when the actual annual turnover is known.
- 4 Limits**
- 4.1. Maximum sum insured
- 4.1.1 The limits agreed are regarded as maximum sums insured. If the total sum insured of goods named in the policy on a single means of transport or in a single fire-protected separate store exceeds this limit, the individual sums insured are reduced in such proportion as the limit bears to the total sum insured.
- 4.1.2 This provision does not apply if, after inception of the policy, carriers or forwarders load various consignments together on a single means of transport or store them together in a single storage site and this was beyond the control of the Insured. The same applies if goods are additionally loaded or stored - beyond the Insured's control - in transit in a place of transshipment.
- The Insurer shall be informed without delay if the limit is exceeded.
- 4.1.3 Unless otherwise agreed, expenses and costs as well as any other damages shall not exceed the agreed limits. No. 2.3.3 of DTV-Cargo 2008 remains unaffected.

- 4.2 Limit of indemnity
- 4.2.1 Unless otherwise agreed, the limits defined in the contract are maximum limits of indemnity. Where No. 3.2 applies, the sum insured is understood to be the insured value as per No. 10 DTV-Cargo 2008.
- 4.2.2 The provisions under Nos. 4.1.2 and 4.1.3 apply correspondingly.
- 5 Premiums**
- 5.1 Individual declaration  
Premiums at the agreed rates, plus tax and ancillary costs, are invoiced at the end of each agreed period.
- 5.2 Summarised declaration  
Unless otherwise agreed, the Insurer provisionally invoices the Insured for the annual (quarterly) deposit premium based on the Insured's estimated annual turnover. The invoice includes premiums for covering political risks.  
A final invoice taking into account the deposit premium already paid is drawn up after the policy year.
- 5.3 Due date  
The right to the premium arises upon inception of the policy and is due upon issue of the invoice. The premium is payable at the latest within 14 days following receipt of the invoice.
- 6 Policy**
- 6.1 The terms of the open policy are considered approved by the Insured unless contested within a month of said policy's issue. The open cover is not considered a policy in either the legal sense or as per DTV-Cargo 2008.
- 6.2 The Insured is entitled to request the Insurer to provide a signed certificate documenting an individual transport (policy certificate). The certificate is considered a policy in both the legal sense and as per DTV-Cargo 2008. The provisions relating to the approval of terms, however, do not apply.
- 7 Notice of cancellation**
- 7.1 Cancellation to the end of the insurance period  
The policy will renew automatically for a further year unless cancelled by either party at the end of the insurance period with three months' prior notice.
- 7.2 Cancellation in the event of loss/damage  
Either party is entitled to cancel the policy in the event of an insured loss or damage. Notice of cancellation must be made in writing and reach the respective party not later than one month after the conclusion of negotiations on the indemnification. The Insurer must observe a period of notice of one month. If the Insured gives notice, he may decide whether cancellation is to take effect immediately or at a later date, at the latest, however, at the end of the current period of insurance.
- 7.3 State of war
- 7.3.1 If the open policy also covers the carriage or storage of goods to, from or into a region which is in a state of war or involved in war-like operations, the Insurer may cancel insurance cover for all perils of that region at any time by giving one week's written notice.  
The above does not, however, affect the right of the Insurer to cancel insurance cover for individual perils (eg war, strike, confiscation).
- 7.3.2 Within four weeks of such a cancellation by the Insurer, the Insured may cancel - for his own part - the entire insurance policy by giving one week's written notice.
- 7.4 Effective date of cancellation
- 7.4.1 Risks commenced before the cancellation came into effect remain in force until the termination of said risks.
- 7.4.2 The cancellation of cover for goods in storage (with the exception of storage in the ordinary course of transit) takes effect on the next expiry date, at the latest, however, one month after notice of cancellation.
- 7.5 Notice of cancellation  
If a broker receives a notice of cancellation from the Insurer, this declaration is considered as having been received by the Insured as well.
- 8 Insolvency of the Insurer**  
The insurance relationship shall terminate one month after insolvency proceedings are instituted against the Insurer's assets. Until this time, it shall remain effective with regard to the insolvency assets.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## War Clause

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| <p><b>1 Scope of cover</b></p> <p>1.1 In amendment to No. 2.4.1.1 of DTV-Cargo 2008, insurance extends to loss of or damage to the insured goods caused by</p> <p>1.1.1 war, civil war or warlike events, as well as events arising - irrespective of a state of war - from the hostile use of weapons of war and the presence of derelict weapons of war as a consequence of one of these risks;</p> <p>1.1.2 confiscation, capture, seizure, deprivation and other acts of authorities as a result of the risks named in No. 1.1.1.</p> <p><b>2 Exclusions</b></p> <p>The following risks are excluded:</p> <p>2.1 loss of or damage to the insured goods resulting from seizure, deprivation and other acts of authorities based on laws and regulations in force at the time of commencement of the insurance;</p> <p>2.2 loss of or damage to the insured goods – irrespective of other contributory causes – arising out of the hostile use as well as the existence of</p> <ul style="list-style-type: none"><li>- nuclear energy or other ionising radiation;</li><li>- chemical, biological, biochemical substances or electromagnetic waves</li></ul> <p>as weapons of war.</p> <p>2.3 costs arising from an insured risk causing the vessel not to commence, to interrupt or not to continue the voyage or to call at a port, or causing the goods to be discharged, stored or forwarded by other means of conveyance, to be paid only if recoverable as General Average under the York Antwerp Rules.</p> <p>2.4 Unless otherwise agreed, the provisions set down in Nos. 2.4.1.2 – 2.4.1.6 and 2.5 of DTV-Cargo 2008 concerning excluded perils and losses remain unaffected.</p> <p><b>3 Commencement and termination of insurance in the case of marine transport</b></p> <p>3.1 The insurance against the perils named in No. 1 commences when the goods are on board the ocean-going vessel for the insured voyage.</p> <p>3.2 The insurance terminates when the goods have been discharged from the ocean-going vessel at the port of destination, and for any undischarged goods not later than 15 days after the arrival of the ocean-going vessel at the port of destination.</p> | <p>3.3 If the ocean-going vessel sails from the port of destination without having discharged the goods, the insurance recommences when the vessel sails again. The Insurer shall be informed immediately of any such further transit and an additional premium to be agreed shall be paid.</p> <p>3.4 If the contract of affreightment is terminated at a place other than the destination named therein, such other place is deemed the port of destination.</p> <p>If, however, the goods are subsequently on-carried to the destination named in the contract of affreightment or to any other destination, such on-carriage is covered provided notice is given prior to its commencement and an additional premium is paid. Failure, for reasons beyond the Insured's control, to give the required notice does not prejudice the insurance for such forwarding.</p> <p>The insurance for such on-carriage attaches when the goods are on board the on-carrying ocean-going vessel. If the goods were not discharged, the insurance for such further transit attaches when the ocean-going vessel sails.</p> <p>3.5 If, during the insured voyage, the goods are discharged at an intermediate port or other place for on-carriage by another vessel, the insurance is suspended after the expiry of 15 days from the arrival of the ocean-going vessel at the place of discharge, irrespective of whether the goods are stored on land or on water at the intermediate port or place. The insurance does not recommence until the goods are on board the on-carrying ocean-going vessel.</p> <p>3.6 No. 3.2. applies accordingly if the insurance is terminated as a result of one of the cases described in Nos. 3.3 - 3.5.</p> <p>3.7 Insurance against perils arising from the hostile use or presence of mines or floating or submerged torpedoes also applies when the goods are on board a craft for conveying such goods to or from an ocean-going vessel. In the case of conveyance from an ocean-going vessel, however, the insurance terminates at the latest after the expiry of 60 days following discharge of the goods from the ocean-going vessel insofar as nothing to the contrary has been expressly agreed with the Insurer and provided an additional premium has been paid.</p> <p>3.8 If the goods consist of several part lots, the insurance commences and terminates in respect of each part lot in accordance with the above provisions.</p> |
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3.9 The periods to be agreed in accordance with Nos. 3.2, 3.5 and 3.7 begin as from midnight of the day of arrival of the ocean-going vessel.

3.10 For the purpose of this clause, an ocean-going vessel is deemed to mean a vessel which, while carrying the insured goods, has to perform part of its voyage by sea.

An ocean-going vessel is deemed to have arrived as soon as the vessel is moored, anchored or otherwise secured at a berth or place within the harbour area. If such berth or place is not available there, arrival is deemed to have occurred when the vessel first moors, anchors or otherwise secures within or off the harbour area.

**4 Change of voyage**

The Insurer is entitled to an additional premium if the risks insured against are increased by a change of voyage.

**5 Cancellation**

5.1 Insurance against the risks as per No.1 may be cancelled by the Insurer at any time provided written notice is given two days prior to the commencement of the insured transport.

5.2 Within four weeks of such a cancellation by the Insurer, the Insured may cancel – for his own part – the entire insurance policy by giving one week’s written notice.

5.3 The notice of cancellation given by the leading Insurer also applies to all Co-Insurers.

**6 Carriage by air to and from foreign countries**

The above provisions apply accordingly to carriage by air.

**7 Postal sendings / courier services**

7.1 The provisions of this clause apply accordingly to postal sendings and courier services.

7.2 In the case of postal sendings and courier services transported by sea or air, the insurance commences when the goods are delivered to the respective Post Office or courier service, and ceases when they are delivered by the Post Office or courier service to the consignee.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Derelict Weapons of War Clause

### 1 Scope of Cover

The insurance extends to loss of or damage to insured goods caused by derelict weapons of war during transport of said goods by land and/or river, or during intermediate storage in the ordinary course of transit. Cover is, however, subject to the state of war, civil war, warlike event or hostile use of weapons of war being ended, the transport routes in question being declared free of derelict weapons of war, and normal traffic along said routes having been resumed.

### 2 Exclusions

- 2.1 The insurance does not extend to the loss of or damage to the insured goods - irrespective of other contributory causes - arising out of
- nuclear energy or other ionising radiation,
  - chemical, biological or biochemical substances or electromagnetic waves
- as weapons of war.
- 2.2 Unless otherwise agreed, the above does not affect the provisions concerning excluded perils and losses set down in Nos. 2.4 and 2.5 of DTV-Cargo 2008.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Strikes, Riots and Civil Commotions Clause

### 1 Scope of cover

1.1 In amendment to No. 2.4.1.2 DTV-Cargo 2008, the insurance extends to loss of or damage to insured goods caused by strikers, locked out workmen, or persons involved in labour disturbances, terrorist or political acts of violence - regardless of the number - or involved in riots or civil commotions.

1.2 Furthermore, cover extends to loss of or damage to insured goods caused by the intervention of authorities with governmental powers (police force or fire brigade) in connection with the above insured events.

### 2 Exclusions

Unless otherwise agreed, the provisions concerning excluded perils and losses set down in Nos. 2.4.1.1, 2.4.1.3 - 2.4.1.6, as well as 2.5 of DTV-Cargo 2008 remain unaffected.

### 3 Cancellation

3.1 Insurance against the risks as per No.1 may be cancelled by the Insurer at any time provided written notice is given two days prior to the attachment of the insurance.

The insurance of goods in storage - with the exception of storage in the ordinary course of transit - may also be cancelled after attachment of the risk; such cancellation to become effective on the next declared expiry date, at the latest, four weeks following expiry of the period of notice.

3.2 Within four weeks of such a cancellation by the Insurer, the Insured may cancel - for his own part - the entire insurance policy by giving one week's written notice.

3.3 The notice of cancellation given by the leading Insurer also applies to all Co-Insurers.



# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Cost of Relocation and Protection of Property Clause

- 1 Unless otherwise agreed, the Insurer indemnifies necessary expenses incurred in the relocation, modification or protection of other property necessary in order to restore or protect the insured goods following an insured loss.  
Relocation and protection costs in particular are expenses for the disassembly or reassembly of machines, for breaking through, demolishing or reconstructing parts of a building, or for widening openings.  
The liability of the Insurer is limited to EUR 100.000 per loss/damage on a first-loss basis.  
Unless otherwise agreed, liability for expenses and costs arising from this clause and any other compensations shall not exceed the maximum limits agreed. The above does not affect No. 2.3.3 DTV-Cargo 2008.
- 2 The Insurer is not liable for additional expenses incurred in the prevention or elimination of damage to the environment, in particular to air, water or soil.
- 3 The Insurer is liable only to the extent that compensation is not available under another insurance policy.
- 4 The Insurer is not subrogated to the rights of the Insured in respect of the goods damaged or lost following any indemnification for expenses and costs incurred under No. 1 above. Furthermore, the Insurer accepts no liability arising out of the existence of goods damaged or lost.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Contingency and DIC Insurance Clause

<b>1</b>	<b>Subsidiary Cover</b>	<b>5</b>	<b>Obligations of the Insured</b>
1.1	Contingency insurance Subsidiary insurance cover is provided under the terms of the underlying policy for shipments for which the Insured has to bear only part or none of the risk, or for shipments whose terms of delivery do not require the Insured to provide cover. The same applies if the Insured is required by law or act of state to provide insurance cover through another Insurer.	5.1	Duty to observe secrecy The Insured shall refrain from informing any third party about the existence of this insurance, with the exception of the bank that advanced the purchase price of the insured goods and, in the case of imports, the buyer of the goods. If the Insured fails, either wilfully or through gross negligence, to meet this obligation either before or after the insured event has occurred, the Insurer is released from his obligation to indemnify without having needed to separately explain the legal consequences of such a breach to the Insured. Notwithstanding Sentence 1 above, the Insurer shall remain obliged to indemnify provided that the breach of obligation had no influence on the occurrence or determination of the insured event, or on the determination or the scale of the indemnity payable by the Insurer.
1.2	Differences in conditions/limits If the scope of cover and/or the sums insured/limits of indemnity of another insurance fail to correspond to the terms of the underlying policy, the differences in conditions and limits are also insured. No. 1.1 and Nos. 2 - 6 of this clause apply accordingly.		
<b>2</b>	<b>Own interest</b> In line with the terms of the underlying cargo policy, this contingency insurance covers the Insured's interest alone. Only the Insured may use the contingency insurance for claims involving losses insured therein.	5.2	Transfer and protection of rights Rights transferred to the Insurer following the latter's indemnification shall be asserted by the Insured in his own name but with the agreement of the Insurer. If another policy exists, the Insured is obliged to protect all the rights against that Insurer and to assert - either himself or via a third party - the claim as per the instructions of the Insurer of this contingency policy. The same applies to claims asserted against the Insured's contracting party. A payment made by the other Insurer or by a third party who is liable to recourse shall be made available to the Insurer of this contingency policy without delay.
<b>3</b>	<b>Indemnification</b>		
3.1	Imports If another insurance policy exists or if - contrary to the terms of the sales contract - cover has not been taken out for goods purchased CIF or CIP, the Insurer is liable to indemnify any loss covered by this policy irrespective of whether the other Insurer is prepared to settle or not.		
3.2	Compulsory insurance No. 3.1 applies accordingly in the case of an obligation to insure through another Insurer.	5.3	Costs The costs of asserting transferred rights or those incurred when claiming against the other Insurer or third party are borne by the Insurer of this policy.
3.3	Exports The Insurer is obliged to indemnify a loss covered by the policy only to the extent that the Insured is unable to collect the purchase price or reimburse the G.A. payments made by the former with reasonable commercial means.		
<b>4</b>	<b>Prohibition of assignment</b> The rights from this insurance are not assigned unless this is to the bank which advanced the purchase price of the insured goods. In the case of sale of imported goods, No. 14 of DTV-Cargo 2008 applies accordingly in favour of the buyer.	<b>6</b>	<b>Premium</b> The agreed premium shall be paid.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Confiscation Clause

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| <p><b>1</b>        <b>Scope of cover</b></p> <p>1.1        In amendment to No. 2.4.1.3 DTV-Cargo 2008, the insurance extends to loss of or damage to insured goods caused by confiscation, deprivation or other acts of authorities.</p> <p><b>2</b>        <b>Insured's obligations</b></p> <p>2.1        The Insured shall ensure that</p> <ul style="list-style-type: none"><li>- all accompanying documents (e.g. way-bills, bills of lading, customs declarations, etc.) are present and correct and that the insured goods have been declared accurately and correctly;</li><li>- all statutory import, export and transit provisions or administrative directives of the sending, transit and receiving countries have been observed.</li></ul> <p>2.2        If the Insured breaches one of these obligations, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.</p> <p><b>3</b>        <b>Excluded perils and losses</b></p> <p>3.1        Unless otherwise agreed, the provisions concerning excluded perils and losses set down in Nos. 2.4.1.1, 2.4.1.2, 2.4.1.4 - 2.4.1.6, as well as 2.5 of DTV-Cargo 2008 remain unaffected.</p> | <p>3.2        In addition, insurance cover does not extend to losses</p> <p>3.2.1      arising from official measures on account of the condition of the insured goods;</p> <p>3.2.2      resulting from court orders in connection with a civil procedure.</p> <p><b>4</b>        <b>Cancellation</b></p> <p>4.1        Insurance against the risks as per No.1 may be cancelled by the Insurer at any time provided written notice be given two days prior to the attachment of the insurance.</p> <p>            The insurance of goods in storage - with the exception of storage in the ordinary course of transit - may also be cancelled after attachment of the risk; such cancellation to become effective on the next declared expiry date, at the latest, four weeks following expiry of the period of notice.</p> <p>4.2        Within four weeks of such a cancellation by the Insurer, the Insured may cancel - for his own part - the entire insurance policy by giving one week's written notice.</p> <p>4.3        The notice of cancellation given by the leading Insurer also applies to all Co-Insurers.</p> |
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# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Classification and Age Clause

1 The terms, conditions and other provisions set down in this insurance applies to shipments aboard the following self-propelled ocean-going vessels of steel construction:

- a) bulk carriers and/or combination carriers up to 10 years of age;
- b) oil tankers of over 50,000 G.R.T. that are not over 10 years of age;
- c) other vessels up to 15 years of age.

These vessels must be classified without restriction as follows:

Germanischer Lloyd ..... ✕ 100 A 5  
Lloyd's Register ..... 100 A 1  
American Bureau of Shipping ..... ✕ A 1  
Bureau Veritas ..... I ✕  
China Classification Society ..... ★ CSA 5/5  
Nippon Kaaiji Kyokai ..... NS \*  
Korean Register of Shipping ..... ✕ KRS 1  
Norske Veritas ..... ✕ 1 A 1  
Registro Italiano Navale ..... C ✕  
Russian Register ..... KM ★

2 Shipments aboard self-propelled ocean-going vessels of steel construction not included in the terms of No. 1: the Insurer is due an additional premium.

The above does not affect the provisions set down in No. 7.2 DTV-Cargo 2008.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Salvage and Debris Removal Clause

- 1 The Insurer is liable for up to the amount specified in the current version of the policy on a first-loss basis for expenses incurred in the salvage and/or removal/destruction of the goods insured that are lost or damaged in consequence of the occurrence of an insured peril.  
Unless otherwise agreed, costs and expenses as defined by this clause, together with other compensations are indemnified only within the agreed limit of the policy. No. 2.3.3 DTV-Cargo 2008 remains unaffected.
- 2 The above applies provided that
- the Insured could regard the expenses incurred as necessary under the particular circumstances or,
  - the expenses and costs were incurred in compliance with an official request of a competent authority or,
  - the expenses and costs were incurred at the Insurer's request.
- The Insurer is also liable if, following damage to or destruction of insured goods, a competent authority arranges for the salvage and/or removal/destruction of said goods, and/or the clearing up of the site of the loss at the Insured's expense.
- 3 Insurance cover is likewise granted if, following an insured loss, undamaged goods also are salvaged and/or removed by official order, or if an authority by virtue of legal provisions arranges for the salvage and/or removal of undamaged goods.
- 3 The Insurer is not liable for additional expenses incurred in the prevention or elimination of damage to the environment, in particular to air, water or soil.
- 4 The Insurer is liable only to the extent that compensation is not available under another insurance policy.
- 5 The Insurer is not subrogated to the rights of the Insured in respect of the goods damaged or lost following any indemnification for expenses and costs incurred under Nos. 1 and 2 above. Furthermore, the Insurer accepts no liability arising out of the existence of goods damaged or lost.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Radioactive Isotopes Clause

1 Scope of the cover

In amendment to No. 2.4.1.5 of DTV-Cargo 2008, damage to insured goods by radioactive isotopes (other than nuclear fuel) is covered as far as such isotopes are being prepared, transported, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

2

The provisions concerning excluded perils and losses set down in Nos. 2.4.1.1 - 2.4.1.4, 2.4.1.6, and 2.5 of DTV-Cargo 2008 remain unaffected.

# DTV Cargo Insurance Conditions 2000/2008 (DTV Cargo 2008)

## SCHUNCK - Consequential Losses Clause

In the case of any difference of translation the original German version shall prevail

<b>1</b>	<b>Subject matter of the insurance</b>  The insurance shall extend to cover consequential freight losses occurring in the scope described below, in connection with the business operations of the policyholder.	<b>5</b>	<b>Deductible</b>  The policyholder shall itself bear the sum agreed for the freight loss on each indemnifiable consequential freight loss. However, if direct and consequential freight losses ensue from one and the same loss event, this shall deductible only be calculated once.
<b>2</b>	<b>Insured interest</b>  Only the interests of the policyholder are covered.	<b>6</b>	<b>Limit of indemnity</b>  The Insurer indemnifies, on a first-loss basis, insured losses up to the established amount, taking into account the agreed deductible.  The indemnification is limited to
<b>3</b>	<b>Consequential losses</b>	<b>6.1</b>	EUR 300.000,00 per loss/damage and
3.1	A consequential loss is deemed to exist when insured goods can no longer be used, or their use is impaired, as a result of a loss covered according to the terms and conditions of the underlying cargo insurance and, as a result, the regular income required to maintain the business as an on-going concern can no longer be generated.	<b>6.2</b>	EUR 500.000,00 per loss event and
3.2	The Insured is indemnified only for those expenses and costs that are deemed to be legally or economically justified.	<b>6.3</b>	EUR 1.000.000,00 for all loss events of a policy year.
3.3	Insured costs do not include expenses for raw, auxiliary and process materials, for purchased goods, and for any form of tax or levy.	<b>7</b>	<b>Premium</b>  The premium payable is set out in the underlying cargo insurance policy.
<b>4</b>	<b>Exclusions, non-indemnifiable perils</b>	<b>8</b>	<b>Obligations of the Insured</b>
4.1	Cover does not extend to the perils described in Nos. 2.4.1.1 – 2.4.1.6 DTV-Cargo 2008 and the perils set down in Nos. 2.5.1.1 – 2.5.1.5 DTV-Cargo 2008. This exclusion applies even if the aforementioned perils and losses are insured either fully or in part via the underlying cargo insurance.	<b>8.1</b>	Loss notification  The policyholder shall notify the Insurer immediately upon becoming aware of a loss involving the insured cargo and the existence or direct threat of a consequential loss.
4.2	Furthermore, cover does not extend to consequential losses resulting from	<b>8.2</b>	Averting or minimising of losses  The Policyholder shall ensure that consequential losses are averted or minimised as far as possible by carrying out repairs in good time and/or by making alternative arrangements. In doing so, he shall obtain and observe the instructions of the Insurer as far as reasonable and possible. The Insurer shall be notified immediately of any measures effected by the Policyholder or Insured which may have been deemed necessary under the circumstances but which could not be coordinated with the Insurer in good time.  In particular, the Policyholder shall secure potential rights of recovery against third parties.
4.2.1	a directly threatening or already existing contamination or danger for health, or a restriction in business operations by order of a public authority  or		
4.2.2	inability of the Insured to perform due to financial reasons  or		
4.2.3	modifications or regular maintenance work during the repair or replacement of damaged or lost goods.		

8.3 Legal consequences of a breach of obligations

If the Insured fails, either wilfully or through gross negligence, to meet any of the obligations stated in Nos. 8.1 and 8.2 above, the Insurer is released from his obligation to indemnify without having needed to separately explain the legal consequences of such a breach to the Insured. The Insurer shall remain obliged to indemnify provided that the breach of obligation had no influence on the determination of the insured event or on the determination or the scale of the indemnity payable by the Insurer.

**9 Reimbursement of expenses incurred for averting and minimising of losses**

9.1 Furthermore, the Insurer indemnifies for expenses and costs incurred by the Policyholder in accordance with No. 8.2 above when averting or minimising an indemnifiable consequential loss, provided that they are not already covered as indemnifiable expenses under the underlying cargo insurance.

9.2 Expenses and costs incurred by the Insured in accordance with No. 8.2 above when averting or minimising a consequential loss are indemnified even if the measures undertaken were not successful and/or if such expenses, together with the indemnification, result in the sum insured being exceeded. However, a total limit of indemnity in the amount of 25% of the agreed maximum sum insured per loss event shall apply to costs not incurred at the instruction of the insurer.

**10 Cancellation in the event of loss/damage**

Either party is entitled to cancel the policy in the event of an insured loss or damage. Notice of cancellation must be made in writing and reach the respective party not later than one month after the conclusion of negotiations on the indemnification. The Insurer must observe a period of notice of one month. If the Insured gives notice, he may decide whether cancellation is to take effect immediately or at a later date, at the latest, however, at the end of the current period of insurance.

**11 Final clause**

In other respects, the marine cargo insurance conditions DTV-Cargo 2008 shall apply, as shall the "written terms and conditions" of this policy.



# DTV Cargo Insurance Conditions 2000/2008 (DTV Cargo 2008)

## SCHUNCK - Pure Financial Losses Clause

In the case of any difference of translation the original German version shall prevail

### 1 Subject matter of the insurance

In accordance with the terms and conditions of this clause, the subject matter of the insurance are pure financial losses as set out in No. 3 below which were incurred as a consequence of a shipment insured under this cargo policy but which did not arise from a loss involving said cargo. The above applies provided that the carrier involved in the insured shipment is liable under the terms of a standard forwarding contract under German law.

### 2 Insured interest

Only the interests of the policyholder are covered.

### 3 Pure financial losses

The insurance covers only losses due to delays and collect on delivery (COD) errors.

### 4 Exclusions, non-indemnifiable perils

4.1 Cover is not provided for the following perils:

4.1.1 war, civil war or similar hostilities as well as perils which - whether war be declared or not - arise out of the hostile use of weapons of war and from the existence of derelict weapons of war as a result of one of these perils;

4.1.2 strikes, lock-outs, industrial unrest, acts of violence by terrorist or political groups - regardless of the number of people involved - riots and other civil commotions;

4.1.3 confiscation, deprivation of possession or other acts of authorities;

4.1.4 the use of chemical, biological or biochemical substances or electromagnetic waves as weapons which constitute a public danger, irrespective of other contributory causes;

4.1.5 nuclear energy or other ionising radiation;

4.1.6 insolvency or financial default of the shipowner, charterer or operator, or in respect of any other financial dispute involving the above parties, unless:

- the Policyholder can prove that he exercised the diligence of a prudent businessman in choosing the above parties or the responsible forwarding agent;

- the Policyholder is the buyer and, under the terms of the sales contract, had no control over the choice of persons involved in the transport of the goods.

4.2 The Insurer does not indemnify the Insured for

4.2.1 bodily injury and resulting consequential losses;

4.2.2 contractual penalties and/or lump sum settlements;

4.2.3 losses due to a failure to observe inappropriate delivery deadlines or guarantees;

4.2.4 losses in connection with the reimbursement or granting of subsidies, state or international tax benefits or other grants;

4.2.5 losses due to price-differences or non-realised profit from the insured cargo, and fluctuations in exchange rates;

4.2.6 losses due to the cancellation, modification or non-placement of follow-up orders;

4.2.7 losses in connection with financing;

4.2.8 expenses in connection with court actions;

4.2.9 losses in connection with customs duties or other debts receivable by the customs authorities.

### 5 Deductible

The Policyholder shall itself bear the sum agreed for the freight loss on each indemnifiable consequential freight loss.

### 6 Limit of indemnity

The Insurer indemnifies, on a first-loss basis, losses up to the established amount, taking into account the agreed deductible.

The indemnification is limited to

6.1 EUR 300.000,00 per loss

and

6.2 EUR 500.000,00 per loss event

and

6.3 EUR 1.000.000,00 for all loss events of a policy year.

**7 Premium**

The premium payable is set out in the underlying cargo insurance policy.

**8 Obligations of the Insured**

The Policyholder shall notify the Insurer immediately upon becoming aware of the existence or direct threat of a financial loss.

8.2 If the Insured fails, either wilfully or through gross negligence, to meet any of the obligations stated in No. 8.1 of this clause or an obligation set out in Nos. 15.2, 15.4 and 15.6 DTV-Cargo 2008, the Insurer is released from his obligation to indemnify without having needed to separately explain the legal consequences of such a breach to the Insured. Notwithstanding Sentence 1 above, the Insurer shall remain obliged to indemnify provided that the breach of obligation had no influence on the occurrence or determination of the insured event, or on the determination or the scale of the indemnity payable by the Insurer.

**9 Cancellation in the event of loss/damage**

Either party is entitled to cancel the policy in the event of an insured loss or damage. Notice of cancellation must be made in writing and reach the respective party not later than one month after the conclusion of negotiations on the indemnification. The Insurer must observe a period of notice of one month. If the Insured gives notice, he may decide whether cancellation is to take effect immediately or at a later date, at the latest, however, at the end of the current period of insurance.

**10 Final clause**

In addition the provisions set down in Nos. 3 – 5 DTV Cargo 2008 apply.

# DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2000/2008)

## Special Terms and Conditions for the Open Policy of Goods at Exhibitions and Trade Fairs

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| <p><b>1 Basis of the insurance</b><br/>If goods at exhibitions are insured under DTV-Cargo All Risks/Open Policy 2008, the following special terms and conditions apply.</p> <p><b>2 Insured exhibition and trade fair goods</b><br/>Exhibition and trade fair objects are deemed as goods and items displayed at exhibitions and trade fairs including the associated stand facilities and consumer goods.</p> <p><b>3 Excluded perils and losses/damage</b><br/>Excluded are:</p> <p>3.1 loss of and/or damage to goods caused by the influence of the weather (e.g. wind, storm, rain, snow and hail) if said goods were being exhibited in tents or in the open air. The above does not apply to loss or damage caused by lightning.</p> <p>3.2 disappearance of smaller valuables (e.g. items of jewellery, binoculars, cameras, art-objects). Cover does, however, extend to the loss of such valuables due to burglary and robbery. The above applies also to goods intended for sale or use at the exhibition (e.g. prospectus, catalogues, food and beverages);</p> <p>3.3 loss and/or damage arising from theft, misappropriation or embezzlement by the staff of the Insured or Assured. Staff in the sense of this insurance are not, however, deemed to be persons employed casually for the duration of the exhibition or trade fair, provided said persons were selected with due diligence of a prudent businessman;</p> <p>3.4 loss and/or damage caused by</p> <p>3.4.1 cracking of polish, detaching of glued parts, rust or oxidation, breakage of valves or filaments, loss in weight or volume, odour as well as vermin, rats or mice;</p> <p>3.4.2 processing, assembling, dismantling, use or the presentation itself. The above also includes</p> | <p>des loss of and/or damage to the exhibition or fair good caused by a fire to which it is exposed in the course of its intended use.</p> <p><b>4 Duration of insurance</b><br/>Cover is provided for the transport to and from the place of 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 2008.<br/>It is possible to extend this period. The Insurer is then due an additional premium to be agreed.</p> <p><b>5 Obligations</b><br/>5.1 Upon request, the Insured shall provide a list of the Insured goods and their values. Furthermore, he is obliged to observe all other obligations agreed.<br/>5.2 If the Insured breaches this or any other contractually agreed obligation by way of a deliberate or grossly negligent act, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.</p> <p><b>6 Indemnification</b><br/>6.1 The Insurer indemnifies<br/>6.1.1 the Insured value of the lost exhibition or trade fair goods;<br/>6.1.2 in the case of damage to the exhibition or trade fair goods, the repair costs at the time of an insured event. The amount payable shall not exceed the insured value. Any residual value counts towards the indemnification.<br/>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.</p> |
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# SCHUNCK Special Terms and Conditions for the Insurance of Data Storage Mediums

(BB Data Storage Mediums 1992 Edition 2008)

In the case of any difference of translation the original German version shall prevail

## 1 Subject matter of the insurance

- 1.1 Insurance cover extends to
  - 1.1.1 data carriers, or rewritable storage media for machine- or computer-readable information.
  - 1.1.2 original documents, like invoices, posting documents, etc.;
  - 1.1.3 information outputs, like list print-outs, programs, etc.
- 1.2 Insurance cover shall only exist if the information on the insured items is available in duplicate elsewhere.

## 2 Scope of liability

Failing other arrangements in these Terms and Conditions, DTV Cargo Insurance Conditions 2000/2008 - Full cover - shall apply.

## 3 Exclusion and limitation of liability

- 3.1 In the event of damage to the insured data carriers, the insurer only pays compensation if the carriers are no longer suitable for the intended mechanical use (e.g. analysis or recording of new data) due to the established damage.
- 3.2 Except for loss of the data carriers due to an insured peril, loss of information is only covered if the data carrier itself is damaged as a direct result of force majeure, fire, lightning, explosion or an accident occurring to the means of conveyance.

## 4 Insurance value/sum insured

- 4.1 The insurance value is the amount which would be required in an insured event to replace the data carriers or to restore the documents and re-transmit the information.
- 4.2 The defence of under-insurance is waived, provided that the sum insured does not fall short of the insurance value by more than 20%.

## 5 Indemnification

- 5.1 The insurer shall indemnify
  - 5.1.1 the replacement price of the data carriers at the time of occurrence of the insured event;
  - 5.1.2 the costs of restoring the documents and information print-outs;
  - 5.1.3 the costs of re-transmitting the information;
  - 5.1.4 other costs insured pursuant to DTV Cargo Insurance Conditions 2000/2008.
- 5.2 Costs shall be indemnified only after they have been incurred.

If restoration is not necessary or is not made within one year of the damage/loss occurring, only the replacement price of the data carriers (5.1.1) shall be indemnified.
- 5.3 Indemnifiable costs shall not include additional expenses due to modifications or improvements going beyond the restoration.

# **DTV-Cargo Insurance Conditions 2000/2008 (DTV-Cargo 2008)**

## **SCHUNCK - EURO clause for goods insurance in foreign currencies**

Failing other agreements and deviating from item 22.3 DTV-Cargo 2008 or any other conflicting provisions, in the case of policies concluded in foreign currencies, both premiums and claims shall be paid as their equivalent value in euros.

The relevant sums shall be converted according to the latest published selling rate of the house bank of OSKAR SCHUNCK Aktiengesellschaft & Co. KG on the respective settlement date for statements of account and claims payments.

This agreement may be cancelled at any time by either contracting party for hitherto undeclared risks by way of a simple, unilateral declaration.

# SCHUNCKS

## Important notes on conduct in the event of a loss

(The insurer's obligation to indemnify may cease to apply in the case of non-compliance)

### 1. Inspect goods for damage immediately

Even if there is only a suspicion of damage, only acknowledge receipt of the goods conditionally (e.g. on the transport documents) stating the assumed damage. The damage must be made sufficiently visible. A general conditional acceptance, for example in the form of a stamp, will not suffice.

In the case of goods in containers, ensure that the container and locks or seals are checked by the responsible persons at the shipping or forwarding company. In the case of damage to containers or locks or seals which are broken, missing or which deviate from the specifications of the transport documents, receipt should only be confirmed conditionally, stating the assumed damage and any damaged or incorrect locks and seals should be retained.

- Do not alter the condition of the goods upon discovering damage until a joint assessment of the loss has been carried out, i.e. do not continue unpacking the goods and **do not remove packaging material**.

**Take all measures which appear necessary and expedient to secure damaged goods/minimise the loss and avoid further damage.**

### 3. Safeguard claims against third parties:

Observe all deadlines for lodging complaints imposed by transport companies. Hold the relevant party liable in writing without delay as these deadlines are preclusive periods. Demand

- the joint inspection of the loss and
- certification of the loss

from transport companies, warehouse operators, forwarding agents, customs and harbour authorities.

Hold the relevant party liable in writing

- **prior to acceptance of the goods**, in the case of externally recognisable damage
- **immediately upon discovery**, in the case externally unrecognisable damage, but no later than before the expiry of any deadlines for the lodging of complaints (e.g. three days with respect to shipping companies)

Inter alia, a deadline for the lodging of complaints amounting to seven days from the time of delivery applies within the FEDERAL REPUBLIC OF GERMANY.

The applicable national deadlines for the lodging of complaints must be observed with respect to shipments to or from countries outside of the FEDERAL REPUBLIC OF GERMANY.

- SCHUNCKS must be informed immediately if the loss is discovered with the FEDERAL REPUBLIC OF GERMANY.

If a loss of over EUR 1,500 is discovered abroad, the responsible average adjuster must be commissioned with the inspection thereof without delay. If no insurance certificate has been issued, information as to the average adjuster must be obtained from Schuncks. The average adjuster is not entitled to make or accept declarations with effect for the insurer beyond the assessment of the loss.

- Complete claims documents must be submitted to SCHUNCKS, the following in particular:

- Claim bill
- Insurance certificate/individual policy
- Statement of loss
- Bill of lading
- Other transport or storage documents
- Commercial invoice
- Documents on the assessment of the loss and number, dimension or weight at the place of departure and place of destination
- Certification of the loss/loss assessment record
- Correspondence on claims for compensation against third parties in accordance with item 3
- Written declaration of the assignment of claims to the insurer by the entitled party specified in the transport/storage agreement

These claims documents must be submitted immediately to ensure fast, smooth loss adjustment. **At the latest, however, they should be submitted in good time before the expiry of any time-bar periods and/or periods of limitation with respect to claims against third parties in accordance with Item 3.**

- The general average bond should be filled in completely and submitted for countersignature, in general average cases.
- The right to indemnification shall lapse upon the expiry of 15 months from the termination of the policy.

## **Sanctions Clause**

Notwithstanding other provisions of the insurance contract, cover shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America with regard of the Islamic Republic of Iran, insofar as those are not in contradiction to European or German legislative provisions.