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Other conditions may be agreed.
In case of deviations, only the German wording shall be binding and prevail**

Annex to the

**DTV - German Standard Terms and Conditions of Insurance for Ocean-Going
Vessels 2009**

(Annex-DTV-ADS 2009)

Standard terms and conditions of the GDV

1	Insurance cover is provided in accordance with the provisions of Section ...	10	The agent designated in accordance with Clauses 16.2, 31.1.2, 43, 44 and 61.1 DTV-ADS 2009 is ...
2	The leading insurer in accordance with Clause 19 DTV-ADS 2009 is ...	11	The ice classes enumerated in the annex to these terms and conditions are applicable to Clause 56 ADS-DTV 2009.
3	The trading area in accordance with Clause 23 DTV-ADS 2009 is ...	12	The tender allowance agreed in accordance with Clause 64.1 DTV-ADS 2009 amounts to ... per day. The account will be rendered ... The Insurer's indemnity payment will be reduced by ..% in accordance with the provisions of Clause 64.3 DTV-ADS 2009.
4	The sum agreed in accordance with Clause 28.3 DTV-ADS 2009 amounts to ...	13	The restricted areas in accordance with Clause 82.8 DTV-ADS 2009 are ...
5	The sum agreed in accordance with Clause 31.3 DTV-ADS 2009 amounts to ...	14	The excluded regions in accordance with Clause 83.1 DTV-ADS 2009 are ...
6	Insurance cover in accordance with Clause 28.6. DTV-ADS 2009 (General-average absorption) is provided if a sum insured has been agreed for this purpose. The sum insured agreed in accordance with Clause 28.2 ADS-DTV 2009 amounts to ... per loss event [, up to a maximum of ... for all loss events occurring during the term of the insurance].		
7	[Agreements on the re-inclusion of cover for piracy risk in accordance with Clause 35.1.4. DTV-ADS 2009]		
8	The deductible agreed in accordance with Clause 40.1 DTV-ADS 2009 amounts to ...		
9	The deductible for ice damage agreed in accordance with Clause 40.3 DTV-ADS 2009 amounts to ... per loss event		

Note concerning Clause 53.2 DTV-ADS 2009:

The provisions of Sections 406 - 408 of the German Civil Code read as follows:

Section 406 Set-off in relation to the new obligee

The obligor may set off a claim against the previous obligee to which he is entitled against the new obligee as well, unless, when acquiring the claim,

he was aware of the assignment or the claim only became due after he obtained knowledge of this and later than the assigned claim became due.

Section 407 Legal acts in relation to the previous obligee

1) The new obligee must allow performance that the obligor renders to the previous obligee after the assignment, as well as any legal transaction undertaken after assignment between the obligor and the previous obligee in respect of the claim, to be asserted against him, unless the obligor is aware of the assignment upon performance or upon undertaking the legal transaction.

(2) If, in a legal dispute that became pending at court between the obligor and the previous obligee after the assignment, a final and non-appealable judgement on the claim has been rendered, the new obligee must allow the judgement to be asserted against him, unless the obligor was aware of the assignment when legal proceedings became pending.

Section 408 Multiple assignment

(1) If an assigned claim is once again assigned by the previous obligee to a third party, and if the obligor renders performance to the third party, or if, between the obligor and the third party, a legal transaction is undertaken or a legal dispute becomes pending, the provisions of Section 407 will be applied with the necessary modifications for the benefit of the obligor in relation to the previous acquirer.

(2) The same applies if the claim already assigned is transferred to a third party by court decision or if the previous obligee acknowledges to the third party that the claim already assigned has passed to the third party by operation of law.