

DTV Cargo Insurance Conditions 2000/2008

(DTV Cargo 2000/2008)

Consequential Losses Clause

for insurances governed by DTV Cargo 2000/2008

Sample terms and conditions of the GDV

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1 Subject matter of the insurance

The insurance covers - to the extent set out in the following – consequential losses occurring in the course of the Insured's business operations that are the direct consequence of an indemnifiable loss involving insured cargo.

2 Insured interest

Only the Insured's own interest is covered by this insurance.

3 Consequential losses

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.

3.2 The Insured is indemnified only for those expenses and costs that are deemed to be legally or economically justified.

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.

4 Exclusions, non-indemnifiable perils

4.1 Cover does not extend to the perils described in Nos. 2.4.1.1 – 2.4.1.6 DTV Cargo 2000/2008 and the perils set down in Nos. 2.5.1.1 – 2.5.1.5 DTV Cargo 2000/2008. This exclusion applies even if the aforementioned perils and losses are insured either fully or in part via the underlying cargo insurance.

4.2 Furthermore, cover does not extend to consequen-

tial losses resulting from

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.

5 Deductible

The Insured bears the first EUR of every indemnifiable consequential loss.

6 Limit of indemnity

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

6.1 EUR per loss/damage
and

6.2 EUR per loss event
and

6.3 EUR 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

8.1 Loss notification

The Insured 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.

8.2 Averting or minimising of losses

The Insured 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 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 Insured shall secure potential rights of recovery against third parties.

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 Insured 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 for expenses and costs incurred without the prior instruction of the Insurer, a limit of indemnity of EUR per loss event applies.

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 addition the provisions set down in DTV Cargo 2000/2008 apply.