

Annex to the
DTV - German Standard Terms and Conditions of Insurance for Ocean-Going
Vessels 2009

(Annex-DTV-ADS 2009)

Standard policy conditions of the GDV

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| <p>1 Insurance cover
Insurance cover is provided in accordance with the provisions of Section ...</p> <p>2 Agent (Clause 16.2, 31.1.2, 43, 44, and 61.1 DTV-ADS 2009)
The agent designated in accordance with Clause 16.2, 31.1.2, 43, 44, and 61.1 DTV-ADS 2009 is</p> <p>3 Leading insurer – co-insurance (Clause 19 DTV-ADS 2009)
The leading insurer in accordance with Clause 19 DTV-ADS 2009 is ...</p> <p>4 Lay-up (Clause 21 DTV-ADS 2009)
Provided that the requirements in accordance with Clause 21 DTV-ADS 2009 are fulfilled the premium returns agreed amount to ...</p> <p>5 Trading area (Clause 23 DTV-ADS 2009)
The trading area in accordance with Clause 23 DTV-ADS 2009 is ...</p> <p>6 Limitation of indemnification for expenses for preventing and minimising damage to the environment (Clause 28.3, 31.3.3 DTV-ADS 2009)
The sum agreed in accordance with Clause 28.3, 31.3.3 DTV-ADS 2009 amounts to ...</p> <p>7 General-average absorption (Clause 28.6 DTV-ADS 2009)
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 amounts to ... per loss event [, up to a maximum of ... for all loss events occurring during the term of the insurance] (see, where applicable, fleet list).</p> | <p>8 Ship safety/security regulations and seaworthiness
It is regarded as agreed for the period of the insurance contract that the insurer is not obliged to indemnify in accordance with Clause 33.1 DTV-ADS 2009, provided Clause 33.2 DTV-ADS 2009 is not agreed.

Clause 33.2 DTV-ADS 2009 is regarded as agreed/not agreed.</p> <p>9 Piracy (Clause 35.1.4 DTV-ADS 2009)
[Agreements on the re-inclusion of cover for piracy risk in accordance with Clause 35.1.4. DTV-ADS 2009]</p> <p>10 Nuclear energy (Clause 39 DTV-ADS 2009)
The additional premium agreed for the re-inclusion of loss arising from radioactive isotopes in accordance with Clause 39.2 DTV-ADS 2009 amounts to ...</p> <p>11 Deductible (Clause 40.1 DTV-ADS 2009)
The deductible agreed in accordance with Clause 40.1 DTV-ADS 2009 amounts to ... (see, where applicable, fleet list)</p> <p>12 Deductible (Clause 40.3 DTV-ADS 2009)
The deductible for ice damage agreed in accordance with Clause 40.3 DTV-ADS 2009 amounts to ... per loss event.</p> <p>13 Ice classes (Clause 56 DTV-ADS 2009)
The ice classes enumerated in the annex to these terms and conditions are applicable to Clause 56 ADS-DTV 2009.</p> <p>14 Machinery (Clause 58 DTV-ADS 2009)
The deductible agreed for every partial loss or damage to the machinery in accordance with Clause 58.3 DTV-ADS 2009 amounts to ... (see, where applicable, fleet list)</p> <p>15 Tender allowance (Clause 64 DTV-ADS 2009)
The tender allowance agreed in accordance with Clause 64.1 DTV-ADS 2009 amounts to ... per day. The</p> |
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account will be rendered ... The Insurer's indemnity payment will be reduced by ...% under the conditions of Clause 64.3 DTV-ADS 2009.

16 Loss of hire insurance (Clause 70 DTV-ADS 2009)

Section 1 of DTV-ADS 2009 is regarded as agreed for the loss of hire insurance, if not in accordance with Clause 70.1.2.1 DTV-ADS 2009 the general provisions of the effected hull insurance are agreed.

The general provisions of the effected hull insurance are regarded as agreed/not agreed.

The automatic reinstatement of the maximum limit of indemnity per annum in accordance with Clause 72.4 DTV-ADS 2009 is regarded as agreed/not agreed.

The agreed fixed amount per day in accordance with Clause 72.6 DTV-ADS 2009 amounts to ...

17 Mines clauses

The restricted areas in accordance with Clause 82.8 DTV-ADS 2009 are ...

18 War clauses

The excluded regions in accordance with Clause 83.1 DTV-ADS 2009 are ...

(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.

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.