

Non-binding recommendations by the German Insurance Association (GDV)
for optional use. Other conditions may be agreed.
In case of deviations the German wording shall prevail.

Write back Clause

“Dangerous Communicable Disease for the Use in Liability Insurance for Carriers, Freight Forwarder and Warehouse Operators”

Standard policy conditions of the GDV

- 1 In deviation from paragraph 1 of the “Clause for the Exclusion of Loss/Damage due to a Dangerous Communicable Disease for the Use in Marine Insurance” and only within the scope of the provisions of the insurance contract, the liability under a service contract (carriage, forwarding, or warehousing contracts) of the Insured as the contractor in a service contract is included in the cover
either as per
 - 1.1 **Option 1** (applies unless the insurance contract states that subparagraph 1.2 applies)
with the following insurance sums per claim that deviate from the limits of indemnity amounts in the insurance contract:
 - for contracts of carriage:
in the case of loss/damage to cargo EUR
 - in the case of pure financial loss EUR
 - for forwarding contracts:
in the case of loss/damage to cargo and consequential losses EUR
 - in the case of pure financial loss EUR
 - for warehousing contracts:
in the case of loss/damage to cargo and consequential losses EUR
 - in the case of pure financial loss EUR
 - for claims based on tort law – irrespective of the type of service contract or the nature of the loss/damage – EURor as per
 - 1.2 **Option 2** (only applies if expressly agreed in the insurance contract)
exclusively for:
 - loss of or damage to cargo during transport or handling,
 - delays, non-delivery, or perishing caused by faulty scheduling
 - [...].
- 2 Limits of indemnity per loss occurrence /insurance year

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- 2.1 The insurer indemnifies a maximum amount of EUR per any one loss occurrence.
- 2.2 The Insurer's aggregate limit for all loss occurrences under the insured service contracts of a given insurance year is EUR
- 3 The write back pursuant to paragraph 1 may be terminated at any time in text form. The termination is effective ... days after receipt.
- 4 The write back pursuant to paragraph 1 does not grant any additional insurance cover beyond the other provisions of this insurance contract.

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