

Unverbindliche Bekanntgabe des Gesamtverbandes der Deutschen Versicherungswirtschaft e. V. (GDV)
zur fakultativen Verwendung. Abweichende Vereinbarungen sind möglich.
In case of deviations, only the German wording shall be binding and prevail.

**DTV Cargo Insurance Conditions 2000/2011
(DTV-Cargo 2000/2011)**

**Special Conditions for the insurance of Loss of Income Damage
(Project and Construction Business)**

(DTV-BB VEA)

Version December 2018

Sample terms and conditions of the GDV

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1. Basis of the Insurance

If loss of income damage is insured under DTV-Cargo 2000/2011 „All Risks“ or „Limited Cover“, the following conditions apply.

2. Subject matter of the Insurance

If the usability of goods stated in the policy is interrupted or affected by physical damage covered under the cargo insurance conditions agreed, the Insurer indemnifies the Insured according the following provisions in respect of loss of income damage resulting therefrom as well as expenses for mitigating and averting loss.

3. Loss of Income Damage

Loss of income damage consists of the operating profit and the ongoing costs, which could not be generated in the enterprise insured, because the usability of the goods was not or not fully given due to physical damage covered under the cargo insurance conditions agreed.

4. Indemnification

4.1 The Insurer indemnifies for loss of income damage in the amount per day agreed (agreed value) in the policy for the time of the indemnity period.

4.1.1 If the agreed value exceeds the value of the interests insured per day (insured value) at the time of its agreement by the percentage agreed in the policy, the Insurer can declare reduction of the agreed value to the real value at the time of the agreement on the value.

4.1.2 After a reduction the premium will be adjusted according to the new agreed value.

4.1.3 The Insured is entitled to declare termination of the

contract within 14 days after receipt of the notification of the decision to reduce the value.

4.1.4 The indemnity period commences with the occurrence of a loss of income damage, but earliest at that moment, in which the goods insured in the ordinary course of operation of the business would have been used.

4.1.5 The indemnity period ends when the usual operation of the business is recommenced, but latest with the expiry of the period agreed in the policy for which an indemnity for a loss of income damage is provided.

4.2 The Insured is not entitled to the amount per day (agreed value) during the time agreed in the policy as deductible period. The deductible period commences with the commencement of the indemnity period.

4.3 The indemnity obligation of the Insurer immediately commences upon the occurrence of the loss of income damage.

4.4 The indemnity is limited to the amount agreed in the policy for all loss events during the duration of the contract.

5. Exclusions from Cover

5.1 The Insurer does neither provide cover for perils excluded in the cargo insurance conditions agreed nor for losses which are not indemnifiable.

5.2 The Insurer does not provide cover for loss of income damage caused by measures due to breach of provisions of administrative law, court orders or its execution or private law liens.

5.3 The Insurer does not provide cover to the extent that the loss of income damage is the consequence of

5.3.1 restrictions of repair or operation ordered by public authorities and for the period of planned interruption of operation;

5.3.2 the fact that the Insured lacks timely sufficient capital for the restoration or replacement of destroyed, damaged or lost goods;

5.3.3 the fact that in the course of repair or replacement destroyed, damaged or lost goods are altered, improved or overhauled, unless this has not been arranged by the Insured.

6. Premium

The Insured has to pay the agreed premium plus insurance tax without undue delay after receipt of the invoice. The provisions of No. 12.3 and 12.4 of the DTV-Cargo 2000/2011 apply respectively.

7. Obligations in case of a Loss Event

7.1 In case of a physical damage to goods covered under the agreed cargo insurance conditions which could have a loss of income as a consequence the Insured has

7.1.1 to give notice to the Insurer without undue delay;

7.1.2 to safeguard possible rights of recourse against third parties;

7.1.3 to avert or minimize loss of income damage and at the same time follow instructions of the Insurer.

7.2 Upon occurrence of a loss of income damage he has to provide the Insurer without undue delay all information – upon request in text form - , which are required for the determination of the event insured or of the extent of the Insurer's cover obligation and also to allow as well any investigation of the cause and extent of the damage and the extent of the cover obligation.

7.3 If the right to demand the Insurer's contractual performance is vested in a third party, also this third party has to fulfil the obligations according to No. 7.1 and 7.2 likewise to the extent that this it possible for it under the factual and legal circumstances.

8. Consequences of a Breach of Obligations

8.1 If the Insured breaches an obligation under this contract intentionally or gross negligently, the Insurer is released without special notice from its obligation to perform.

8.2 Except for a case of fraudulent breach of obligation the Insurer remains obliged to cover to the extent the Insured or the third party according to No. 7.3 respectively prove that the breach of the obligation was causative neither for the occurrence or the determination of the event insured nor for the determination or the extent of the cover obligation of the Insurer.

9. Subsidiarity

9.1 If there is insurance cover under another insurance contract for damage asserted under this insurance contract, the Insured is obliged to assert the damage first under the other insurance contract.

The cover obligation of the Insurer under this insurance contract only exists if and to the extent

that the other Insurer does not indemnify in respect of the damage.

If there is an indemnification under this insurance contract because the other Insurer denies towards the Insured its obligation to indemnify under the other insurance contract, the Insured is obliged to assign possible claims under the other insurance contract to the Insurer of this insurance contract.

9.2 If the Insured has insured the risk insured under this insurance contract also otherwise (double insurance, ancillary cover), this has to be notified to the Insurer without undue delay.

10. Indemnification for Expenses for Mitigating and Averting Loss

10.1 Expenses for mitigating or averting loss of income damage fall upon the Insurer

10.1.1 to the extent that they reduce the obligation of the Insurer to indemnify or

10.1.2 to the extent that under the circumstances the Insured could reasonably deem them required but for reasons of urgency could not obtain the consent of the Insurer. In this case the Insurer must be informed of the measures taken without undue delay.

10.2 The expenses will not be indemnified to the extent that, together with the indemnification, they exceed the expected aggregate amount per day, unless they were incurred upon instructions of the Insurer.

If measures to avert or minimize loss of income damage lead to a pecuniary benefit or other advantage, this will be charged against the indemnification for expenses for mitigating or averting loss.

11. Expert's Procedure

If the cause or extent of the loss is disputed, either party is entitled to request their ascertainment by an expert. No. 20 to 20.7 of the DTV-Cargo 2000/2011 apply respectively.

12. Fault of the Insured

The Insurer is not obliged to indemnify if the loss of income damage is caused by a wilful or grossly negligent act of the Insured.