

DTV Cargo Insurance Conditions 2000/2011

(DTV Cargo 2000/2011)

Open Policy Conditions

Standard policy conditions of the GDV

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1 Subject matter of the insurance

- 1.1 The insurance covers all kinds of goods or all goods of the class designated in the policy which the Insured is bound - in accordance with accepted commercial principles - to insure either for his own or for another's account. Accordingly, cover is not provided for goods, which the Insured has to insure due to his obligation without having own legal or economic interests, even if he receives a payment to do so.
- 1.2 Notwithstanding the provisions in Clause 9 DTV Cargo 2000/2011, the insurance of storage by order of the Insured during the insured transport only covers storage facilities agreed with the Insurer prior to the commencement of risk. If the parties agreed that storage prior to the commencement and after the end of the insured transport shall be covered, sentence 1 applies correspondingly.
- 1.3 If an insurable interest arises after commencement of risk, cover is provided under the terms of this policy on condition that the Insured is aware neither of the occurrence of any loss events nor of the existence of material facts meriting disclosure.
- 1.4 The insurance does not cover goods that are not named in the policy unless the premium and the scope of cover were agreed before commencement of risk.

2 Open cover

- 2.1 The open cover policy obliges the Insured to declare as per Clause 3 below any transport and storage named in the policy.

- 2.2 The Insurer provides cover for any transport and storages under the terms and conditions of this policy.

- 2.3 The Insurer is entitled to request all information required to assess the risk.

3 Declaration procedure

3.1 Individual declaration

- 3.1.1 The Insured shall declare immediately each individual transport and storage covered by the policy, giving details of the respective insured values. The declaration shall detail the commodity, type of packaging, means of transport and route. The Insured shall further disclose all circumstances that the Insurer has queried expressly.

- 3.1.2 For each storage by order of the Insured as defined in Clause 1.2, the declaration shall also detail the storage facility agreed as per this policy.

- 3.1.3 Goods returned following an insured loss recoverable under this policy need not to be declared.

- 3.1.4 The Insurer is discharged from liability without obligation to give notice of cancellation if the Insured fails to make a declaration or submits an erroneous declaration. This does not apply if the Insured did not act deliberately or grossly negligently in violating its duty of declaration and the Insured submitted or corrected the declaration without delay after becoming aware of the error.

- 3.1.5 The Insurer is entitled to cancel the policy without notice if the Insured deliberately breaches his duty of declaration. The Insurer is entitled to the premiums that would

have been payable up to cancellation had the contract not been breached.

3.1.6 Cover for the following risks is subject to prior written agreement:

- cover irrespective of who is carrying the risk
- storage beyond the time defined in Clause 9.1 of DTV Cargo 2000/2011
- increased value, DIC and/or DIL, contingency insurance, and the separate cover of the interests named in Clause 1.1.3 of DTV Cargo 2000/2011 such as duty, freight etc.
- exhibitions, trade fairs and other events
- periods of storage or warehousing in packaging companies

3.2 Summarised declaration

3.2.1 Where agreed, the Insured is not obliged to declare each individual shipment and period of storage. Depending on the agreed terms, he shall disclose his insured turnover in said transactions on a monthly, quarterly, half-yearly or yearly basis at the end of the respective period. The turnover may be broken down by country group or other category.

3.2.2 Unless otherwise agreed, the Insured shall report the storage by order of the Insured, thereby detailing the type and quantity and the insured values of the stored goods at the agreed reporting date in each month broken down by storage facilities agreed. The reporting date agreed as per Clause 3.2.1 applies correspondingly.

3.2.3 The provisions stated in Clauses 3.1.2 - 3.1.6 apply correspondingly.

4 Limits

4.1 Maximum sums insured

4.1.1 The agreed limits are understood to be maximum sums insured. The limits are agreed individually for each means of transport and storage facility. If the total sum insured of all goods covered by this policy on a single means of transport or in a separate storage facility exceeds this limit, the individual sums insured are reduced in such proportion as the limit bears to the total sum insured.

4.1.2 This provision does not apply if, after inception of the policy, carriers or forwarders load various consignments together on a single means of transport or store them together in a single storage site and this was beyond the control of the Insured. The same applies if goods are additionally loaded or stored - beyond the Insured's control - in transit in a place of transshipment.

The Insurer shall be informed without delay if the limit is exceeded.

4.1.3 Unless otherwise agreed, expenses and costs as well as any other damages shall not exceed the agreed limits. Clause 2.3.3 of DTV Cargo 2000/2011 remains unaffected.

4.2 Limit of indemnity

4.2.1 Unless otherwise agreed, the limits defined in the contract are maximum limits of indemnity. Where Clause 3.2 applies, the sum insured is understood to be the insured value as per Clause 10 DTV Cargo 2000/2011.

4.2.2 Clause 4.1.3 applies correspondingly.

4.3 Limit per loss event

4.3.1 The Insurer's limit of indemnity per loss event is ... EUR.

4.3.1.1 All loss events attributable to one and the same cause occurring within an uninterrupted course of events, distinct in both terms of time and location, or based on the same causes that are intrinsically, in particular in terms of factual circumstances and time related, shall be regarded as a single loss event.

4.3.1.2A A storage facility that is affected by a loss event is deemed a single insured event.

4.3.2 The duration and scope of a loss event for insured natural disasters is limited as follows:

- a) to ... consecutive hours for storms, rain, hail, hurricanes, tornadoes, typhoons and/or cyclones
- b) to ... consecutive hours for earthquakes and sea-quakes, volcanic eruptions and/or tsunamis
- c) to ... consecutive hours for floods.

4.4 Limit per policy year

The Insurer's aggregate limit for all loss events of a given policy year is ... EUR.

5 Excluded risks and losses/damages, Obligations

5.1 Excluded risks and losses/damages

In addition to Clause 2.4 and Clause 2.5 of DTV Cargo 2000/2011, the parties may optionally agree the following exclusions:

- 5.1.1** the risk of weather conditions for goods stored in tents or outdoors, unless such goods are expressly intended for this type of storage;
- 5.1.2** losses/damages caused by the gradual influence of temperature, of gases, fumes or humidity and of precipitation (smoke, soot, dust);
- 5.1.3** losses/damages caused by inventory discrepancies, disappearance and other unsolved (partial) losses.

5.2 Obligations

The following is agreed in addition to Clause 7 DTV Cargo 2000/2011:

- 5.2.1** The Insured must observe all the security/safety provisions set forth in legal stipulations, official regulations and the policy regarding the storage of the goods (e.g. security/safety concept, information provided in the storage questionnaire, etc.);
- 5.2.2** Any losses caused by fire, explosion, theft, or robbery must be reported to the police without delay. A detailed list of the damaged or lost storage goods must be

submitted to the police and the Insurer. This does not affect the duty to report losses to the Insurer in writing without delay in accordance with Clause 15.1 DTV Cargo 2000/2011;

- 5.2.3 The Insurer is discharged from liability if the Insured is in breach of these or other contractual obligations either deliberately or grossly negligently, unless the breach was not causal for the insured event or the scope of the indemnification. The provision in Clause 3.1.4 remains unaffected.

6. Premiums

6.1 Individual declaration

Premiums at the agreed rates, plus tax and ancillary costs, are invoiced at the end of each agreed period.

6.2 Summarised declaration

The Insurer is entitled to provisionally invoice a deposit premium for the agreed period. The invoice includes premiums for covering political risks.

A final invoice taking into account the deposit premium already paid is drawn up after the policy year.

Invoices pursuant to Clauses 6.1 and 6.2 are prepared separately for transport and storage by order of the Insured.

6.3 Due date

The right to the premium arises upon inception of the policy and is due upon issue of the invoice. The premium is payable at the latest within 14 days following receipt of the invoice.

7 Policy

- 7.1 The terms of the open policy are considered approved by the Insured unless contested within a month of said policy's issue. The open cover is not considered a policy in either the legal sense or as per DTV Cargo 2000/2011.

- 7.2 The Insured is entitled to request the Insurer to provide a signed certificate documenting an individual transport (policy certificate). The certificate is considered a policy in both the legal sense and as per DTV Cargo 2000/2011. The provisions relating to the approval of terms, however, do not apply.

8 Cancellation

8.1 Cancellation to the end of the insurance period

The policy will renew automatically for a further year unless cancelled by either party at the end of the insurance period with three months' prior notice.

8.2 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.

8.3 State of war

- 8.3.1 If the open policy also covers the carriage or storage of goods to, from or into a region which is in a state of war or involved in war-like operations, the Insurer may cancel insurance cover for all perils of that region at any time by giving one week's written notice.

The above does not, however, affect the right of the Insurer to cancel insurance cover for individual perils (e.g. war, strike, confiscation).

- 8.3.2 Within four weeks of such a cancellation by the Insurer, the Insured may cancel - for his own part - the entire insurance policy by giving one week's written notice.

8.4 Effective date of cancellation

- 8.4.1 Risks commenced before the cancellation came into effect remain in force until the termination of said risks.

- 8.4.2 The cancellation of cover for goods in storage (with the exception of storage in the ordinary course of transit) takes effect on the next expiry date, at the latest, however, one month after notice of cancellation.

9 Insolvency of the Insurer

The insurance relationship shall terminate one month after insolvency proceedings are instituted against the Insurer's assets. Until this time, it shall remain effective with regard to the insolvency assets.