

DTV Cargo Insurance Conditions 2000

(DTV-Cargo 2000) War Clauses

for the insurance of goods carried by sea and for air transports to and from foreign countries governed by the provisions of DTV-Cargo 2000
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1. Scope of cover

1.1 Notwithstanding No. 2.4.1.1 of DTV-Cargo 2000, insurance cover shall extend to loss of or damage to the insured goods caused by

1.1.1 war, civil war or warlike events, as well as events arising - irrespective of a state of war - from the hostile use of weapons of war and the presence of derelict weapons of war as a consequence of one of these risks;

1.1.2 confiscation, capture, seizure, deprivation and other acts of authorities as a result of the risks named in No. 1.1.1.

2. Exclusions

The following risks are excluded:

2.1 loss of or damage to the insured goods resulting from nuclear risks;

2.2 loss of or damage to the insured goods resulting from seizure, deprivation and other acts of authorities based on laws and regulations in force at the time of commencement of the insurance;

2.3 costs arising from an insured risk causing the vessel not to commence, to interrupt or not to continue the voyage or to call at a port, or causing the goods to be discharged, stored or forwarded by other means of conveyance, to be paid only if recoverable as General Average under the York Antwerp Rules.

2.4 Unless otherwise agreed, the provisions of DTV-Cargo 2000 concerning excluded perils and losses remain unaffected.

3. Commencement and termination of insurance in the case of marine transport

3.1 The insurance against the perils named in No. 1 commences when the goods are on board the ocean-going vessel for the insured voyage.

3.2 The insurance terminates when the goods have been discharged from the ocean-going vessel at the port of destination, and for any undischarged goods not later than 15 days after the arrival of the ocean-going vessel at the port of destination.

3.3 If the ocean-going vessel sails from the port of destination without having discharged the goods, the insurance shall recommence when the vessel sails again. The Insurer shall be informed immediately of any such further transit and an additional premium to be agreed shall be paid.

3.4 If the contract of affreightment is terminated at a place other than the destination named therein, such other place shall be deemed the port of destination. If, however, the goods are subsequently on-carried to the destination named in the contract of affreightment or to any other destination, such on-carriage is covered provided notice is given prior to its commencement and an additional premium is paid. Failure, for reasons beyond the Insured's control, to give the required notice shall not prejudice the insurance for such forwarding.

The insurance for such on-carriage attaches when the goods are on board the on-carrying ocean-going vessel. If the goods were not discharged, the insurance for such further transit attaches when the ocean-going vessel sails.

3.5 If, during the insured voyage, the goods are discharged at an intermediate port or other place for on-carriage by another vessel, the insurance shall be suspended after the expiry of 15 days from the arrival of the ocean-going vessel at the place of discharge, irrespective of whether the goods are stored on land or on water at the intermediate port or place. The insurance does not recommence until the goods are on board the on-carrying ocean-going vessel.

3.6 No. 3.2. shall apply accordingly if the insurance is terminated as a result of one of the cases described in Nos. 3.3 - 3.5.

3.7 Insurance against perils arising from the hostile use or presence of mines or floating or submerged torpedoes also applies when the goods are on board a craft for conveying such goods to or from an ocean-going vessel. In the case of conveyance from an ocean-going vessel, however, the insurance terminates at the latest after the expiry of 60 days following discharge of the goods from the ocean-going vessel insofar as nothing to the contrary has been expressly agreed with the Insurer and provided an additional premium has been paid.

3.8 If the goods consist of several part lots, the insurance shall commence and terminate in respect of each part lot in accordance with the above provisions.

3.9 The periods to be agreed in accordance with Nos. 3.2, 3.5 and 3.7 begin as from midnight of the day of arrival of the ocean-going vessel.

3.10 For the purpose of this clause, an ocean-going vessel shall be deemed to mean a vessel which, while carrying the insured goods, has to perform part of its voyage by sea.

An ocean-going vessel is deemed to have arrived as soon as the vessel is moored, anchored or otherwise secured at a berth or place within the harbour area. If such berth or place is not available there, arrival is deemed to have occurred when the vessel first moors, anchors or otherwise secures within or off the harbour area.

4. Change of voyage

The Insurer is entitled to an additional premium if the risks insured against are increased by a change of voyage.

5. Cancellation

Insurance against the risks as per Sect. 1 may be cancelled by the insurer at any time provided notice be given two days prior to attachment of the insurance. The notice of cancellation given by the leading Underwriter shall also apply for the coinsurers.

6. Carriage by air to and from foreign countries

The above provisions shall apply accordingly to carriage by air.

7. Postal sendings / courier services

7.1 The provisions of this clause shall apply accordingly to postal sendings and courier services.

7.2 In the case of postal sendings and courier services transported by sea or air, the insurance shall commence when the goods are delivered to the respective Post Office or courier service, and ceases when they are delivered by the Post Office or courier service to the consignee.