
Name of the Clause : Dutch Special Clause for Guarantee Insurance

Subject of the Clause : Self explanatory

Category : Additional Clause

Number : Unknown **Date :** Unknown

Country : Netherlands **Issued by :** Unknown

Comments :

DUTCH SPECIAL CLAUSE FOR GUARANTEE INSURANCE

This insurance is to cover the Assured and/or co-contractors and/or sub-contractors and/or furnishers for all damages and/or losses and/or Liabilities and/or responsibilities and/or costs and/or expenses arising under the guarantee clause of the building contract of the vessel.

Underwriters' Liability includes also the costs of opening up and/or dismantling and/or removing and/or replacing and/or reassembling and/or refitting any part of the insured object to be repaired and/or to be replaced and/or to be renewed and/or to be refitted (including any expenditure, costs and the like appertaining thereto and/or proximately or remotely arising therefrom) and in case of wrongful assemblage of sound parts Underwriters to bear also the costs of dismantling and reassembling (including any expenditure, costs and the like appertaining thereto and/or proximately or remotely arising therefrom).

Exclusions

a. Normal wear and tear and corrosion.

b. Failure of Performance.

Disclaimer : Fortunes de Mer est un site privé & non officiel. Il s'agit de pages personnelles. Ces pages n'ont qu'un but d'information. Les informations de nature juridique que vous pourrez trouver sur ce serveur ne peuvent faire l'objet d'une quelconque garantie ou d'une quelconque certification quant à leur validité, leur effectivité, leur applicabilité et ne peuvent donc en aucun cas engager la responsabilité du directeur de la publication. En effet, seules les informations provenant d'une source officielle font foi. En France, en matière d'information juridique, c'est le Journal Officiel de la République Française qui est habilité à publier et diffuser la plupart des textes. A l'étranger, des institutions similaires assurent la mission dévolue au Journal Officiel de la République Française. Cette situation n'est pas exclusive de productions privées. Aussi, la plupart des informations que vous trouverez ici apparaissent comme étant à jour (hormis les textes législatifs anciens et les polices d'assurances anciennes !). Pour ce qui concerne les textes applicables actuellement, vous devez vérifier qu'il s'agit bien de dispositions applicables avant d'en faire usage ou de prendre une décision.

Les textes des polices d'assurances et des clauses additionnelles sont délivrés à titre purement informatif. La plupart n'ont plus cours aujourd'hui et n'ont donc qu'un intérêt "historique". Aucun usage ne peut en être fait. Si vous souhaitez des informations officielles, vous pouvez vous adresser à la FFSA ou aux organismes similaires existant à l'étranger. En conséquence de quoi, vous renoncez expressément à toute poursuite ou réclamation à l'encontre du concepteur et de l'hébergeur de ce site. Vous vous engagez également à ne faire aucune copie des fichiers de ce site, sauf accord express ET écrit de "Fortunes de Mer" OU mention de l'origine des documents.

The information contained on this site is provided in good faith as a guide only and is based on information obtained from a variety of sources over a period of time. This information is subject to change and should, in each case, be independently verified before reliance is placed on it. "Readers are cautioned that the case summaries, papers and other material on this site are for information purposes only. They are not intended as legal advice and should not be relied upon as legal advice. If you require legal advice then you should consult a lawyer within your jurisdiction. www.fortunes-de-mer.com hereby" excludes, any and all liability to any person, corporation or other entity for any loss, damage or expense resulting from reliance, publication or duplication of information obtained from this site.

c. Payments under penalty clauses, detention, demurrage, loss of time, loss of charter or any other financial - or consequential losses of a similar nature.

d. Faulty design as per following clause:

Underwriters shall not be liable for any loss or expenditure incurred, solely in remedying a fault in design nor, in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this insurance, for any additional expenditure by reason of betterment or alteration in design.

e. Claims, demands or actions made by Third Parties on account of damages and/or injuries caused or alleged to have been caused by any defect of the vessel insured hereunder.

Underwriters waive their right of recovery, if any, against any of those in whose interest this insurance is effected.

Law costs payable in full if incurred with the consent of Underwriters.

DUTCH JURISDICTION CLAUSE

Notwithstanding that this insurance is governed exclusively by English Law and customs, it is hereby understood and agreed that any disputes arising hereunder shall be exclusively subject to Dutch Jurisdiction.