

Non-binding Recommendations from the Association
(Other conditions may be agreed)

DTV Cargo Insurance Conditions 2000
(DTV-Cargo 2000)

November 2000 Version

Confiscation Clause

for insurances governed by DTV-Cargo 2000

1. Scope of cover

1.1 Notwithstanding No. 2.4.1.3 DTV-Cargo 2000, the insurance shall extend to loss of or damage to insured goods caused by confiscation, deprivation or other acts of authorities.

2. Assured's obligations

2.1 The Assured shall ensure that

- all accompanying documents (e.g. way-bills, bills of lading, customs declarations, etc.) are present and correct and that the insured goods have been declared accurately and correctly;

- all statutory import, export and transit provisions or administrative directives of the sending, transit and receiving countries have been observed.

2.2 The Insurer is not obliged to indemnify if the Assured fails - either wilfully or through gross negligence - to meet any of the above obligations.

The Insurer's release from obligation to indemnify shall arise regardless of whether notice of cancellation has been given on the insurance policy.

3. Excluded perils and losses

Unless otherwise agreed, this clause excludes:

3.1 the perils named in No. 2.4.1.1 DTV-Cargo 2000, i.e. war, civil war or similar hostilities, as well as perils which - whether war be declared or not - arise from the hostile use of weapons of war and from the existence of derelict weapons of war as a result of one of these perils;

3.2 losses

3.2.1 resulting from official measures on account of the condition of the insured goods;

3.2.2 resulting from court orders in connection with a civil procedure.

4. Cancellation

Final wording pending decision by EC.