

DTV Ice Clauses 1979
Edition February 16, 1989
(Germany)

1. These clauses apply to loss or damage caused by ice (icedamage). The application Of Clauses 2 and 3 is subject to the respective ice class granted to any one vessel by Germanischer Lloyd or to an equivalent ice class granted by another accepted Classification Society.

2. Vessels without Ice Reinforcement

Clause 2 applies to vessels which are not classed in class E or at least in an equivalent class, and it applies to voyages to and from and the presence in an area East of a line drawn between Lindesnaes and Hanstholm including the Kiel Canal, it does not apply to trawlers and motor trawlers.

The deductible is

2.1.1 in the area East of a line between Lindesnaes and Hanstholm including the Kiel Canal and North up to a line between Gefle and Turku and East to a line between Helsingfors and Tallin: 30 p.c. of the remaining amount of the ice damage after the Hull-policy deductible has been taken into account; the ice deductible is, however, not to exceed 50.000 Deutschmarks;

2.1.2 in the areas North of a line between Gefle and Turku, but not further North than a line between Ornskbldsvik and Wasa, East of a line Helsingfors and Tallin, but not further East than a line between Wyborg and Narwa: 45 p.c. of the remaining amount of the ice damage after the Hull policy deductible has been taken into account; the ice deductible is, however, not to exceed 80.000 Deutschmarks.

2.2 Underwriters are not liable for loss or damage incurred on to and from, and during a presence in the areas North of a line between Ornskbldsvik and Wasa, and East of a line between Wyborg and Narwa. Underwriters, however, are liable as per 2.1 above if the vessel enters into these areas owing to circumstances which the assured, or, if the vessel is sailing in charter, also the charterer, neither foresaw nor must have foreseen.

3. Vessels which hold any of the Ice Classes E, E+, E 1, E 2, E 3, or E 4, with the exception of Trawlers or Motor trawlers.

These provisions apply to voyages to and from, and the presence in the areas North of a line between Stockholm and Dagerort and East of a line between Dagerort and Ventspi, as well as for voyages and during the presence on all canals, rivers, lakes in Sweden.

3.1 The deductible is for vessels with

3.1.1 the ice class E

20 p.c. if the remaining amount of the ice damage after the Hull-policy deductible has been taken into account; the ice deductible is, however, not to exceed 75.000 Deutschmarks;

3.1.2 the ice class E+, E 1

15 p.c. of the remaining amount of the ice damage after the Hull-policy deductible has been taken into account, the ice deductible is, however, not to exceed 50.000 Deutschmarks;

3.1.3 the ice class E 2

12,5 % of the remaining amount of the ice damage after the deductible has been taken into account, the ice deductible is, however, not to exceed 35.000 Deutschmarks;

3.1.4 the ice class E 3

10 p.c. of the remaining amount of the ice damage after the deductible has been taken into account, the ice deductible is, however, not to exceed 25.000 Deutschmarks;

3.2 the ice class E 4 and better

for vessels with an ice class E 4 or with a better class no ice deductible in addition to the Hull-policy deductible.

4. Trawlers and Motor Trawlers

For voyages to and from, and during a presence in,

(1) the Baltic, East of a line between Lindesnaes and Hanstholm,

(2) the North Sea, and the Atlantic North of the Polar Circle or West of 30° W Longitude respectively,

the deductible is 25 p.c. of the remaining amount of the ice damage after the Hull-policy deductible has been taken into account; the ice deductible is, however, not to exceed 50.000 Deutschmarks. The deductible is reduced to 15 p.c. but not more than 35.000 Deutschmarks, provided the vessel has the ice class EF of Germanischer Lloyd or an equivalent ice reinforcement as per another accepted Classification Society.

5. In case of vessels without Radar and VHF-radio-telephony, Underwriters are not liable for ice damage claims within the areas dealt with in these clauses, no matter what class they are holding.

6. Any other insurance or distribution of the deductibles under clauses 2, 3, and 4 with or between third parties is not permissible. It exempts Underwriters from any liability for ice damage.

7. Ice deductibles as per clauses 2, 3, and 4 apply to each and every claim covered under the terms of the policy, including general average contribution, sacrifices and expenses - with the only exception of total loss and collision liability - if the damage was caused by ice (ice damage), no matter where the damage occurred.

8 Ice damage to be settled by Underwriters without any further deduction than the Hull-policy deductible, if the assured or his representative or, if the vessel is sailing in charter, also the charterer, at the time of the vessel's departing on any one voyage, neither foresaw nor could have foreseen the ice danger, The onus of proof is ruled by para. 9 respectively.

9. In the event of any doubt as to the cause of loss or damage it will be neither assumed, nor not be assumed, that the cause was ice, nor will the onus of proof rest on either of the parties; the parties will have to find out, on the ground of established facts, if the preponderate probability speaks in favour or against the cause of the damage being ice. If the former is the case Underwriters will be exempted from liability in so far as an exemption is ruled by above clauses; if the latter the case the exemption will not take place. If a difference of opinion between the parties can not be overcome in the above way, the case will not be referred to the ordinary courts but to a court of arbitration. Such court will consist of one shipowner and marine underwriter, as well as of an umpire jointly appointed by the parties without delay. In the event of the parties not agreeing upon the umpire, the latter shall be appointed by the Chamber of Commerce competent for the place of jurisdiction of the case.

10. Underwriters are not liable for ice damage occurring in autumn and winter (as per dates of the calendar) if

10.1 orders of the Finnish or the Swedish authorities regarding the traffic in the areas as per clauses 2 and 3 above are violated

10.2 a port is entered which officially has been declared ice-bound or if a port is left after its official closure.

This rule does not apply if, all the port is declared icebound, traffic is possible without the assistance of icebreaker.