

DTV – TAKE OVER Clause (11/94)
(Additional Clause to the DTV Hull Clauses 1978 – Edition 2/92)

Unless otherwise agreed, Underwriters provide insurance coverage for the vessel under following conditions :

1. Take-Over survey :
 - 1.1. Unless agreed to the contrary the vessel will be surveyed without delay, by surveyors of the Underwriters according to the rules of VHA or VBS
 - 1.2. The Assured agrees the surveyor of Underwriters is allowed to look into any technical papers of the Classification of the vessel and – if required – also to check other technical documentation of the Assured.
2. Elimination of Deficiencies and Alteration of Contract :
 - 2.1. Unless agreed to the contrary Underwriters have the right to ask the Assured for the following :
 - 2.1.1. Elimination of damages/deficiencies noted by the surveyor within a time limit of two months.
 - 2.1.2. As well as alteration of the insurance contract of the vessel.
 - 2.2. If the contract parties cannot come to an agreement as regards to request of the Underwriter to eliminate deficiencies or they cannot eliminate them within the time limit set out, both contracts parties are authorised, if not otherwise agreed, to cancel coverage for the vessel within a time limit of 14 calendar days. However, before cancellation of the vessel's insurance cover the other contract party has to be notified accordingly.

3. Cancellation for reasons of urgency

Unless otherwise agreed Underwriters have the right to terminate insurance cover of a vessel within a time limit of 14 calendar days, in case of heavy claims or deficiencies will be found at survey which were not known to Underwriters before take-over of the risk and which in spite of objective scales cannot be eliminated within 2 months' time.

4. Period limits and other rights of Underwriters :

- 4.1. Unless otherwise agreed Underwriters' rights according to paras 2.1.1 and 32. First half can only be exercised within a limit of 14 calendars days after Leading Underwriters having received the final survey report.
- 4.2. This does not refer to Underwriters' rights according to para 19 until para 27 of ADS as well as sub-para 11 of the DTV Hull Clauses..

5. Maintenance of peril and regulation of burden of proof :

- 5.1. Underwriters do not pay for claims which occurred before commencement of the policy or for reasons known before commencement, nor do they pay for claims resulting from such accidents. For claims according to paras 20.2, 2. And 2. Tiré of the DTV Hull Clauses this regulation is valid for one year as from commencement of vessel's insurance.
 - 5.2. Unless agreed to the contrary, the burden of proof that the claim occurred after the commencement of this insurance, rests with the Assured.
6. Any declarations of the Underwriters may be given to the Insurance Broker and are binding upon the Assured as well.

Information : This is a free translation of the German original wording, which always shall prevail