

DTV Cargo Insurance Conditions 2000/2008
(DTV Cargo 2000/2008)

Confiscation Clause

for insurances governed by DTV Cargo 2000/2008

Sample terms and conditions of the GDV

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1 Scope of cover

1.1 In amendment to No. 2.4.1.3 DTV Cargo 2000/2008, the insurance extends to loss of or damage to insured goods caused by confiscation, deprivation or other acts of authorities.

2 Insured's obligations

2.1 The Insured 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 If the Insured breaches one of these obligations, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.

3 Excluded perils and losses

3.1 Unless otherwise agreed, the provisions concerning excluded perils and losses set down in Nos. 2.4.1.1, 2.4.1.2, 2.4.1.4 - 2.4.1.6, as well as 2.5 of DTV Cargo 2000/2008 remain unaffected.

3.2 In addition, insurance cover does not extend to losses

3.2.1 arising 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

4.1 Insurance against the risks as per No.1 may be cancelled by the Insurer at any time provided written notice be given two days prior to the attachment of the insurance.

The insurance of goods in storage - with the exception of storage in the ordinary course of transit - may also be cancelled after attachment of the risk; such cancellation to become effective on the next declared expiry date, at the latest, four weeks following expiry of the period of notice.

4.2 Within four weeks of such a cancellation by the Insurer, the Insured may cancel - for his own part - the entire insurance policy by giving one week's written notice.

4.3 The notice of cancellation given by the leading Insurer also applies to all Co-Insurers.