

Name of the Clause : Mortgage Clause German (Direct) – For use for placing with London Market Lead only
Subject of the Clause : Self explanatory
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MORTGAGE CLAUSE GERMAN (DIRECT) (EHG 117)

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I. The Insurers have taken note that claims arising from the previously mentioned insurance have been assigned to :

[BANK]

all of them represented by the first named bank, as joint creditors, because the banks have hypothecated the ship.

The assignment relates to all and any happenings of risk, i.e. in the amount due to the banks from time to time for payment of capital, interest and incidental costs. The assignment relates to the date on which the damage has been adjusted.

II. In this connection the insurers and the banks have agreed as follows:

1) All payments are to be made to the banks or according to their directions. As far as the amount of a part damage does not exceed 5% of the 100% insured amount the adjustment can be made without the banks' consent when the vessel is restored to her former state and condition.

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2) Notice of termination, rescission or any other involving a premature termination of the insurance relation, as well as an amendment of the contract, by which the amount insured or extent of the risk for which the insurers are liable is reduced, shall be deemed not to have effect on the above named banks before the expiration of two weeks from the date on which the banks have received notice from the insurers of the termination or amendment of the insurance contract. The same applies in the event of a rescission of the insurance contract prior to the happening of a risk. The sale of the ship shall be deemed a fact causing the premature termination of the insurance relation.

3) Should the insurers become released from their liability or performance against the insurant or the insured party because of a premium not having been paid in due time, the insurers' liability against the banks shall remain in force notwithstanding until two weeks after the date on which the banks are in receipt of a notice from the insurers of the overdue premium or of the thus already occurred or imminent release from the liability of performance of the insurance relation.

4) The insurers give the statutory undertaking to the above named Banks not to raise any objection in respect of any claim under the ship's mortgage entered in the ship's register on behalf of the banks plus contractual interest and incidental costs in the event of the ship having started on her voyage in an inappropriate (not seaworthy) condition, or insufficiently equipped or manned.

The insurers confirm that it has been agreed in the above enumerated policies between the insurers, the insurant or the insured party that the insured ship shall be at liberty to sail beyond the specified limit of her voyages or to depart from the indicated or normal route.

5) The insurers obligate themselves to pay the insurance amount to the banks, even though

a) they are released from liability on account of acts committed by the insurant or the insured party

b) the policies enumerated in the heading or one of them are invalid or void immaterial as to the reason e.g. over-insurance, double-insurance, objection or declaration of rescission prior to or after the happening of the risk, or suchlike cases.

III. Risks of mines and torpedoes as per German Mines-Clause are also included in the insurer's liability subject to Section II.

IV. The insurers assume the liabilities under Section II in any event, irrespective whether they are entitled under German Law or under the law valid for the borrowing party or for the ship, or under the law valid for the policies enumerated in the heading to raise objections against the liability of performance or whether they are released from the liabilities of performance.