

Name of the Clause : DTV Pre-acceptance Condition Survey Clause 1994

Subject of the Clause : Self explanatory

Category : Additional Clause

Number : **Date :** 1994 amended 2002

Country : Germany **Issued by :**

Comments :

DTV Pre-acceptance Condition Survey Clause 1994

Supplementary to DTV Hull Clauses 1978

Edition 2002

(Original text in German shall take precedence)

Unless otherwise agreed, this insurance is to cover the vessel subject to the following requirements:

1. Pre-acceptance Condition Survey

1.1 The vessel is to be surveyed without delay and in accordance with the Underwriter's guidelines by approved Underwriter's survey-ors with experience in marine hull insurance.

1.2 The Assured gives Underwriters' surveyors permission to inspect all technical documentation of the classification society relating to the vessel and, upon request, gives access to the vessels other technical documentation.

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2. Repair of defects and alteration of contract

2.1 Unless otherwise agreed, Underwriters are entitled to request the Assured

2.1.1 to repair any damage to or defect of the vessel ascertained by Under-writers' surveyors within two months,

2.1.2 to alter the insurance contract with regard to the vessel.

2.2 If the parties to the contract do not agree on the repair of the defects of the vessel or on an alteration of the insurance contract or if damage or defect is not repaired within the time limit, each of the contracting parties is entitled - unless otherwise agreed - to cancel the insurance contract with 14 calendar days notice. The other party is to be informed of the intention to cancel the insurance contract prior to the notice.

3. Cancellation of the contract for important reason

Unless otherwise agreed, Underwriters are also entitled to cancel the contract for the vessel with 14 calendar days notice, if serious defect of or serious damage to the vessel is ascertained by the pre-acceptance survey which cannot be repaired within two months and which was unknown to Underwriters when accepting cover for the vessel.

4. Time limits and additional rights of Underwriters

4.1 Unless otherwise agreed, Underwriters' rights under sections 2.1. and 3.1 above have to be exercised by the leading Underwriter within 14 calendar days from the day on which he has received the final survey report.

4.2 Rights based on sections 19 - 27 ADS (German General Rules of Marine Insurance) and No. 11 DTV Hull Clauses are reserved.

5. Scope of cover and burden of proof

5.1 Underwriters cover neither loss of or damage to the vessel which has occurred prior to the time of the commencement of cover nor consequential damage caused by such occurrences.

5.2 Unless otherwise agreed, the Assured bears the burden of proof that loss of or damage to the vessel occurred after the commencement of cover.

6. Declarations by Underwriters to the broker are also binding for the Assured.