

# Marine Insurance Clauses 2006

Translation: The original wording in German shall be decisive in the case of dispute.

## Machinery, apparatus, instruments, furniture and vehicles (Clause TR 1/2006e)

### 1.

In the event of damage – insofar as it is insured – the insurer refunds the costs of repairs. These are to be carried out at the place where they can be effected suitably and at minimum cost, taking any transport charges into account. Any reduction in value after repair is not insured.

### 2.

Notwithstanding the terms of art.11 GCMI 2006, the insurer compensates damage to or loss of parts – where insured – only in the proportion which the sum insured bears to the replacement value of a similar object in new condition. This provision may be modified by special agreement.

### 3.

If the replacement of damaged parts is less costly for the insurer than repair, or if parts are missing, the insurer refunds the value of the parts to be replaced (not counting any insured surcharge for “expected profit”), as well as the cost of installation, less the value, if any, of the damaged parts.

### 4.

Unless otherwise agreed, damage in the form of chipping, scratching, grazing, chafing, pressure or crazing, or the loosening of glued parts or veneers is excluded.

## Removal goods and personal effects (Clause TR 2/2006e)

### 1.

In the event of partial loss or damage – where insured – the insurer compensates

- a) the cost of repair, but no reduction in value after repair.
- b) the proportionate insurable value if objects or parts thereof are lost or beyond repair, or if the cost of repairs would exceed the insurable value of such damaged objects or parts thereof.

### 2.

Furthermore, the insurer shall refund only the cost of repairs or the proportionate insurable value of the damaged or lost objects even if these objects form part of a unit or group consisting of different pieces (set, service, works comprising several volumes, etc.) and the remaining parts are depreciated because the group is no longer complete or is no longer uniform after repairs to the damaged parts.

### 3.

Excluded, unless otherwise agreed, is damage in the form of chipping, scratching, grazing, chafing, pressure or crazing, or the loosening of glued parts or veneers.

## Goods with artistic or collectors' value (Clause TR 3/2006e)

In extension of the GCMI 2006 the insurance of objects of artistic or collectors' value is subject to the following conditions:

- a) For carriage of the goods all suitable protective measures must be taken in a professional manner.
- b) The agreed sum insured does not represent any proof of the insured objects' value. The claimant must furnish such proof in the event of a loss.
- c) In the event of damage an expert appraisal in accordance with art.21 GCMI 2006 shall determine whether and at what cost the object can be repaired or restored. The insurer may require the repair or restoration to be carried out. If the experts ascertain that the object has depreciated in value despite repair or restoration, the insurer will compensate not only the cost of repairs but also the depreciation. Should the insurer waive repair or restoration, he will indemnify the assured on the basis of the difference between the value of the object in sound condition and the value in damaged condition.
- d) If an object is sold before it reaches its destination for an amount less than the sum insured, the insurer's obligation is limited to the sale price.

## Breakdown of refrigerating machinery (Clause TR4/2006e)

### 1.

Notwithstanding the “influence of temperature” exclusion in art.6 b) GCMI 2006, the insurance covers the deterioration of goods caused by the complete stoppage of refrigerating or thermal machinery.

### 2.

The above cover shall be effective only if:

- a) the stoppage was caused by a loss or damage involving the relevant system and
- b) the duration of the stoppage is not less than 8 consecutive hours for land or air transports or storage, or 24 consecutive hours for river or sea transport.

### 3.

Freezer burn is excluded from this insurance.

### Influence of temperature (Clause TR 5/2006e)

#### 1.

Notwithstanding the exclusion of “influence of temperature” contained in Article 6 b) GCMI 2006, the insurance covers the deterioration of goods due to the influence of temperature.

#### 2.

The above cover shall be effective only if:

- a) the goods were in sound condition at the time of attachment of this insurance and were suitably prepared, frozen or refrigerated; and;
- b) the assured took all measures to hold the prescribed temperature whilst the insurance was in force.

#### 3.

Freezer burn is excluded from this insurance.

### Live animals (Clause TR 6/2006e)

This insurance covers loss arising from the death, slaughter ordered by veterinarians or officials, or disappearance of the animals where such loss is the consequence of an accident specified in art. 2 GCMI 2006, or the falling of the animals during loading, transshipment or unloading.

### War (Clause TR 7/2006e)

#### 1.

Notwithstanding the exclusions in the general conditions of insurance relating to the consequences of politically or socially motivated events, the insurance covers:

- loss of and damage to the insured goods, specie or valuables;
- general average contributions chargeable to the insured goods in accordance with a legally valid statement as well as goods sacrificed in general average

directly as a direct result of:

- a) war
- b) warlike occurrences (such as occupation of foreign territory, border incidents).
- c) civil war, revolution, rebellion.
- d) preparations for war or measures of war.
- e) explosion or other effects of mines, torpedoes, bombs or other engines of war. If an ocean-going vessel or aircraft and its cargo is lost the cause is presumed to be such an engine of war if the likelihood exists.
- f) confiscation, requisition, sequestration, seizure or detainment by a government, authority or power in connection with events as per 1. a)–1. d) above.

The insurer’s indemnity can be claimed no earlier than 90 days after the occurrence of an event as mentioned in paragraph 1.

### 2.

Excluded from the insurance are:

- a) loss and damage caused with hostile intent by engines of war involving atomic fission, nuclear fusion or similar reaction or by nuclear energy or by radioactive matter.
- b) loss and damage according to 1. f) on the basis of ordinances and decrees in force at the commencement of the voyage.
- c) consequential loss and damage even where attributable to the hindrance, abandonment or delay of the voyage due to events as mentioned in paragraph 1.
- d) war contributions.

### 3.

Commencement and termination of the insurance

#### 3.1

Freight consignments

- a) The insurance attaches from the time the goods, specie or valuables have been loaded onto an ocean-going vessel or an aircraft. The insurance terminates as soon as the goods, specie or valuables leave the ocean-going vessel or aircraft at the port or airport of destination or after expiry of 15 days from midnight on the day of arrival of the ocean-going vessel or aircraft at the port or airport of destination, whichever occurs first.
- b) If the goods, specie or valuables are transhipped at an intermediate port or airport, the insurance shall cease after expiry of 15 days from midnight on the day of arrival of the ocean-going vessel or aircraft at such intermediate port or airport, irrespective of whether the goods, specie or valuables are kept on land or afloat. The insurance shall reattach as soon as the goods, specie or valuables have been loaded onto the ocean-going vessel or aircraft for onward carriage.
- c) If the contract of affreightment is terminated at a port or place other than the destination named therein, such port or place shall be deemed the destination for the purpose of 3.1 a).
- d) For the purpose of this clause an oceangoing vessel shall be deemed to mean a vessel carrying the goods, specie or valuables from one port or place to another where such voyage involves a sea-passage by that vessel. Arrival of an ocean-going vessel shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the harbour authority area. If such a berth or place is not available, arrival of an ocean-going vessel is deemed to have occurred when the vessel is first anchored, moored or otherwise secured either at or outside the intended port.

#### 3.2

Postal consignments

The insurance attaches with the delivery to the post office and terminates with the delivery by the postal authorities to the addressee.

#### 4.

Provided the voyage has not commenced, the insurer may at any time cancel the cover granted by this clause on 24 hours' notice.

### Strikes, disturbances, terrorism (Clause TR 8/2006e)

#### 1.

Notwithstanding the exclusions contained in the general conditions of insurance, the following are insured:

- loss of and damage to the insured goods, specie or valuables;
- general average contributions chargeable to the insured goods, specie or valuables in accordance with a legally valid statement as well as goods sacrificed in general average

where directly caused by:

#### 1.1

strikers, locked-out workmen or persons taking part in disturbances of any kind.

#### 1.2

terrorism

The insurance also covers loss of and damage to the insured goods, specie or valuables sustained in connection with these events resulting from the intervention of security forces of the public authorities.

#### 2.

This extension of the insurance ceases to apply when the aforesaid events assume the character of war, of warlike occurrences (such as border incidents or the occupation of foreign territories), civil war, revolution or rebellion, as well as of preparations for war or measures of war.

#### 3.

Excluded from the insurance is consequential loss or damage even if attributable to the hindrance, abandonment or delay of the voyage due to events as mentioned in paragraph 1.

#### 4.

Provided the voyage has not commenced, the insurer may at any time cancel the cover granted by this clause on 24 hours' notice.

### Mines (Clause TR 9/2006e)

#### 1.

Notwithstanding the exclusions contained in the general conditions of insurance, the insurance covers loss and damage directly caused by the explosion of mines or submerged or free-floating torpedoes.

#### 2.

This extension of the insurance attaches only whilst the goods are on board a watercraft.

#### 3.

Provided the voyage has not commenced, the insurer may at any time cancel the cover granted by this clause on 24 hours' notice.

### Accompanied consignments (Clause TR 10/2006e)

A consignment is deemed to be accompanied if it is conveyed by persons not acting in the capacity of a carrier for the entire journey or for part of the journey. Cover applies only where the consignment is conveyed under permanent personal supervision or – during intermediate stops – deposited in locked rooms of solidly built buildings.

Notwithstanding Section A. "Scope of insurance" GCM 2006, the insurer is obligated to compensate loss only if it is the direct consequence of one of the following events:

- violence threatened or used against the persons charged with effecting the carriage or inability of those persons to offer resistance as a result of accident or death;
- accident specified in art. 2 GCM 2006 and
- during intermediate stops, burglary occurring in locked rooms of solidly built buildings.

The insurance attaches as soon as the consignment is handed over for immediate transport to the persons charged with effecting the carriage, and ends as soon as it is delivered at destination to the place specified by the consignor or the consignee.

### Customs and excise duty (Clause TR 11/2006e)

#### 1.

Customs and excise duty is covered in addition to the insurable value. The relevant sum insured is to be declared separately.

#### 2.

The insurer reimburses only customs and excise duty paid on goods lost or damaged as result of an insured event. Any refunded customs and excise duty is to be surrendered to the insurer.

#### 3.

To avoid payment of customs and excise duty, the insurer may require the assured to destroy or forfeit the damaged goods on payment of the sum insured thereon.

### Subsidiary insurance (Clause TR12/2006e)

#### 1.

This subsidiary insurance cover exists only within the framework of the underlying insurance agreement.

#### 2.

The subsidiary insurance covers only goods for which the assured does not carry the risk or which according to the agreed delivery conditions are to be insured by the assured's counterparty and to the extent that the assured can demonstrate an economic interest in said goods.

#### 3.

Subsidiary insurance attaches solely to the insurable interest of the assured. It is solely secondary and covers no rights of third parties (excepting the bank having advanced funds to the assured).

**4.**

Rights under the subsidiary insurance are non-transferable except to the bank having advanced funds for the purchase of the insured goods. Upon any such transfer, the assured shall obligate the bank to abide by the provisions of the subsidiary cover.

**5.**

The insurer shall indemnify within the scope of this insurance, though only to the extent that the assured is not able to obtain, with admissible commercial means, either payment of a claim for loss or damage to the goods, or reimbursement of a general average contribution made by him.

**6.**

Notwithstanding all provisions to the contrary, the insurable value is the invoice amount.

**7.**

Where third-party insurance cover exists, the assured or the bank advancing funds is obligated to maintain all rights with respect to the relevant insurer, and either to recover or have a third party recover the damages from him. Costs arising from the involvement of third parties shall be carried by the subsidiary insurer provided he has approved the involvement.

**8.**

Claims against the subsidiary insurance cover may be submitted no earlier than six months after the surveyor has determined the loss, or before there is definitive proof that no compensation will be received either from the assured's counterparty, the principal insurer or other third parties.

**9.**

To the extent the insurer has paid indemnity under subsidiary insurance, any indemnity paid by other insurers shall be remitted to him immediately upon receipt.

**10.**

The subsidiary insurer shall recognise the loss statements issued by surveyors or experts named by the insurer of the assured's counterparty.

**11.**

The assured and his bank are obligated to maintain confidentiality as to this subsidiary insurance with respect to all unauthorised third parties excepting the bank having advanced funds. Contravention of this provision will void the cover.

