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DTV Cargo Insurance Conditions 2000/2011

(DTV Cargo 2000/2011)

Confiscation Clause - Version January 2026

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1. Scope of cover

1.1. By way of amendment to Clause 2.4.1.3 DTV Cargo 2000/2011, insurance also extends to loss of or damage to insured goods resulting from confiscation, capture, seizure or other acts of authorities.

2. Insured's obligations

2.1. The Insured must ensure that

- the documents accompanying the goods (e.g. bill of lading, customs declaration, etc.) have been duly issued and the insured goods have been accurately and correctly declared;
- all statutory import, export and transit regulations or administrative orders of the countries of dispatch, transit and destination are complied with.

2.2. The Insurer is discharged from liability if the Insured breaches one of these obligations, unless the breach did not cause the insured event or the scope of liability.

3. Excluded risks and losses

3.1. Unless otherwise agreed, the provisions set down in Clauses 2.4.1.1, 2.4.1.2, 2.4.1.4 to 2.4.1.6 and Clause 2.5 of DTV Cargo 2000/2011 concerning excluded risks and losses remain unaffected.

3.2. In addition, the following losses/damages are excluded:

3.2.1. loss/damage resulting from measures taken by authorities due to the condition of the insured goods;

3.2.2. loss/damage resulting from court orders in connection with civil law proceedings.

4. Cancellation

4.1. Insurance against the risks pursuant to Clause 1 may be cancelled by the Insurer at any time, provided that written notice in text form (within the meaning of section 126b German Civil Code (BGB)) is given at least two days prior to the commencement of the insured transport.

4.1.1. The cancellation may be limited to parts of the geographical scope of insurance.

4.1.2. The insurance of goods in storage, save for goods in transport-related interim storage, may be cancelled, even after the commencement of risk; the cancellation enters into effect upon expiry of the notice period at the next declared expiry date, but no later than after four weeks.

4.2. Within four weeks of such a cancellation by the Insurer, the Insured may cancel – for their own part – the entire insurance contract by giving one week's written notice in text form (within the meaning of section 126b German Civil Code (BGB)).

4.3. The notice of cancellation given by the leading Insurer shall apply correspondingly to all Co-Insurers.