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DTV Cargo Insurance Conditions 2000/2011

(DTV Cargo 2000/2011)

War Clause - Version January 2026

for the insurance of goods carried by sea and for air transports
to and from foreign countries governed by the provisions of DTV Cargo 2000/2011

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1. Scope of cover

1.1. In accordance with the following provisions and by way of amendment to Clause 2.4.1.1 of DTV Cargo 2000/2011, insurance also extends to loss of or damage to the insured goods exclusively with regard to carriage by sea (Clause 3) or by air (Clause 7) caused by

1.1.1. war, civil war or warlike events, as well as events arising – irrespective of a state of war – from the hostile use of weapons of war and the presence of derelict weapons of war as a consequence of one of these risks;

1.1.2. confiscation, capture, seizure, deprivation and other acts of authorities as a result of the risks named in Clause 1.1.1.

2. Exclusions

The following risks are excluded:

2.1. loss of or damage to the insured goods resulting from confiscation, capture, seizure, deprivation and other acts of authorities based on laws and regulations in force at the time of commencement of the transport;

2.2. loss of or damage to the insured goods – irrespective of other contributory causes – arising out of the hostile use as well as the existence of

- nuclear energy or other ionising radiation or
- chemical, biological, biochemical substances or electromagnetic waves

as weapons of war;

2.3. costs arising from an insured risk causing the vessel not to commence, to interrupt or not to continue the voyage or to call at a port, or causing the goods to be discharged, stored or forwarded by other means of transport, unless such costs are recoverable as General Average under the York Antwerp Rules.

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

3. Commencement and termination of insurance in the case of carriage by sea

3.1. The insurance against the risks named in Clause 1 commences as soon as the goods are on board the ocean-going vessel for the insured voyage.

3.2. The insurance terminates as soon as the goods have been discharged from the ocean-going vessel at the port of destination, and for any undischarged goods not later than 15 days after the arrival of the ocean-going vessel at the port of destination.

3.3. If the ocean-going vessel sails from the port of destination without having discharged the goods, the insurance recommences when the vessel sails again. The Insurer shall be informed without undue delay of any such further voyage and an additional premium to be agreed shall be paid.

3.4. If the contract of affreightment is terminated at a place other than the destination named therein, such other place is deemed the port of destination.

If, however, the goods are subsequently transported to the destination named in the contract of affreightment or to any other destination, such further voyage is insured provided notice is given prior to its commencement and an additional premium is paid. Failure, for reasons beyond the Insured's control, to give the required notice does not prejudice the cover for such further voyage.

The insurance for such further voyage commences as soon as the goods are on board the respective ocean-going vessel. If the goods were not discharged, the insurance for such further voyage commences as soon as the ocean-going vessel sails.

3.5. If the goods are discharged at an intermediate port or other place for on-carriage by another vessel, the insurance is suspended after the expiry of 15 days from the arrival of the ocean-going vessel at the intermediate port, irrespective of whether the goods are stored on land or on water at the intermediate port or place. The insurance does not recommence until the goods are on board the on-carrying ocean-going vessel.

3.6. Clause 3.2. applies correspondingly if the insurance is terminated as a result of one of the cases described in Clauses 3.3 to 3.5.

3.7. Insurance against risks arising from the hostile use or presence of mines or floating or submerged torpedoes also applies if the goods are on board a craft for conveying such goods to or from an ocean-going vessel. In the case of conveyance from an ocean-going vessel, however, the insurance terminates at the latest after the expiry of 60 days following discharge of the goods from the ocean-going vessel unless expressly otherwise agreed with the Insurer and provided an additional premium has been paid.

3.8. If the goods consist of several lots, the insurance commences and terminates in respect of each part lot in accordance with the above provisions.

3.9. The periods to be agreed in accordance with Clauses 3.2, 3.5 and 3.7 begin at midnight of the day of arrival of the ocean-going vessel.

3.10. For the purpose of this Clause, an ocean-going vessel is defined as a vessel which, while carrying the insured goods, has to perform part of its voyage by sea.

An ocean-going vessel is deemed to have arrived as soon as the vessel is moored, anchored or otherwise secured at a berth or place within the harbour area. If such berth or place is not available there, the vessel is deemed to have arrived as soon as the vessel first moors, anchors or otherwise secures within or off the harbour area.

4. Change of voyage

The Insurer is entitled to an additional premium to be agreed if the insured risks are increased by a change of voyage.

5. Cancellation

5.1. Insurance against the risks as 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.

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

5.1.1.1. Such partial cancellation is restricted to those areas listed in the GCWL* which, at the time notice of cancellation is given:*

- under "Geographies", are assigned a risk level of "severe" or "extreme" in at least one of the "Marine Score" or "Air Score" categories, or
- under "Defined Areas", are assigned a risk level of "severe" or "extreme".

The designations of the categories and risk levels for marine and air transport risks in the GCWL apply in the version current at the time the contract is concluded. If these designations change in later versions of the GCWL, the new designations shall be treated as equivalent for the purposes of this contract.

5.1.1.2. In addition to Clause 5.1.1.1, the cancellation may also extend to further parts of the geographical scope of insur-ance which, due to their proximity to an area pursuant to Clause 5.1.1.1, involve an increased risk. The determina-tion of such proximity and increased risk shall be made at the Insurer's reasonable discretion.

5.1.2. As an alternative to Clause 5.1.1, the cancellation may extend to the entire geographical scope of insurance.

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

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

6. Automatic reinstatement of cover

Where insurance cover for part of the geographical scope of insurance has been cancelled pursuant to Clause 5.1.1, cover for that part shall be reinstated as soon as the relevant area is no longer assigned a risk level of “severe” or “extreme” in the GCWL* under “Geographies” in the “Marine Score” or “Air Score” categories or under “Defined Areas”. This reinstatement also applies to areas included in the cancellation pursuant to Clause 5.1.1.2.

The Insurer’s right to cancel the entire geographical scope of insurance pursuant to Clause 5.1.2 remains unaffected.

7. Carriage by air

The above provisions apply correspondingly to carriage by air.

* The GCWL (Global Cargo Watch List) is compiled by the Joint Cargo Committee of Lloyds Market Association (LMA) and the International Underwriting Association (IUA) with the help of S&P Global Market Intelligence.
The current list is published at https://watchlists.spglobal.com/watchlists-viewer-public.