

## TRANSLATION

### ASSOCIATION OF INSURERS, MARINE DEPARTMENT

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#### "SPECIFIC PERILS"-CLAUSE

The Insurers shall pay:

A. All losses of and physical damage to the goods insured - including the expenses referred to in Sections 283 and 655 of the Commercial Code only in case of:

1. i the vessel or craft, carrying the goods insured,
  - a. having caught fire,
  - b. being stranded or sunk
  - c. having been in collision or contact with ice or any object other than water.

ii any means of conveyance (other than a vessel or craft), carrying the goods insured, having met with an accident or having caught fire,

provided it can reasonably be assumed that from its nature and by extent the peril has caused the loss of and the damage to the goods insured.

2. such loss and damage being the consequence of:
  - a. fire or explosion,
  - b. the goods insured (not being bulk cargo) or part thereof falling during loading or unloading,
  - c. the goods insured or part thereof being jettisoned or washed overboard or in any other way falling into the water,
  - d. forced discharge of the goods insured or discharge at a port of distress and the reloading of those goods.

B. All contributions in general average, as set forth in Articles 9 and 10 of the General Conditions "Dutch Bourse Cargo Policy 1991"/

The losses, damage, expenses and contributions in general average, for which the Insurers are liable under the provisions of this clause, shall be paid irrespective of percentage, i.e. not subject to any franchise.

*If there is a difference between the text of this clause (insofar as it is not handwritten or typewritten or in a different colour or printed in italics or both) and that of the Clause covering the "Specific perils"-clause deposited by the Association of Insurers, Marine Department, with the Secretariat of the Association on 27 November 1996, only the stipulations of the latter shall apply.*

