

## TRANSLATION

### GENERAL CONDITIONS "DUTCH BOURSE CARGO POLICY 1991"

#### Art. 1. Valuation

The amount insured stated in the policy will also be regarded as the agreed value assessed by the joint consent of the parties. 1  
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Except as provided in Article 3, the amount insured is the maximum amount the Insurers may be held liable to pay as a consequence of one and the same occurrence. 3  
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Should the goods insured under the policy be affected by successive occurrences covered under the policy, the Insurers shall settle all claims, irrespective of whether the total amount thereof exceeds the amount insured. 5  
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#### Art. 2. Profits

In case of loss of or damage to the goods, profits or increased value shall be made good, without proof of such profits or increased value being required and irrespective of whether an estimation thereof is included in the policy or not. 7  
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#### Art. 3. Payments in excess of the amount insured

1. If and in so far as the Assured is entitled to full or partial reimbursement of contributions in general average and of the expenses referred to in Sections 283 and 655 of the Commercial Code in addition to his right to being indemnified for loss of or damage to the goods, these amounts shall be borne by the Insurers, even if the amount insured shall be exceeded in consequence thereof. 9  
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Expenses referred to in Section 283 of the Commercial Code shall include not only expenses paid or to be paid in money, but also sacrifices which can be measured in terms of money. 13  
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2. In case of forced discharge or unloading in a port of distress on account of an insured peril, the cost of unloading, storage and reloading, as well as the additional forwarding charges shall also be for the account of Insurers even if the amount insured will be exceeded in consequence thereof. 15  
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#### Art. 4. Voyage insured

1. The risk for the Insurers attaches the moment the goods lying in the warehouse or place of storage at the place of dispatch mentioned in the policy ready to commence the voyage insured, are being raised or removed in a comparable way in order to commence the voyage insured. 18  
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The risk continues without interruption during the ordinary course of transit and ends the moment the goods have arrived at the destination mentioned in the policy, in the place in the warehouse or place of storage destined for this purpose by the consignee, provided the Assured has the goods transported in the normal way or as agreed with the Insurers. 21  
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2. Subject to the provisions of paragraph 4, the provisions of paragraph 1 shall remain in force, also in case of interruption in transport, deviation, change of voyage or means of conveyance or extension of the voyage, owing to circumstances beyond the Assured's control on the understanding that, if in consequence thereof the voyage or duration thereof is extended or the Insurers' risk increased, the Insurers are entitled to an appropriate additional premium, unless these circumstances are caused by an insured peril. 25  
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3. Should, after the Insurers' risk has attached, the Assured either terminate the voyage before the goods have reached the destination mentioned in the policy or have the goods forwarded to another place before they have reached the place where the risk would end in accordance with the provisions of paragraph 1, then, unless otherwise agreed, Insurers' risk shall terminate on expiry of 15 days after arrival of the goods in the place where the voyage is terminated or changed, or so much sooner as: 30  
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a. the goods have been sold and delivered at such place to the buyer(s) or 35

b. the transport of the goods to such other destination commences or 36

c. the goods are stored or handled for distribution or otherwise on the instructions of or in the name of the Assured. 37  
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Should the discharge or delivery have been delayed in consequence of a lawful impediment, to be proved by the Assured, the above-mentioned maximum period of 15 days shall be suspended for the duration of such impediment, subject however to the provisions of paragraph 4. 39  
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4. In case of transport wholly or partly by an oversea vessel the Insurers' risk terminates in any case on expiry of 60 days after the goods have been unloaded from the oversea vessel at the final port of discharge, unless the Insurers' risk has already terminated in accordance with other provisions of this policy. 42  
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5. Sections 628, 632 and 653 of the Commercial Code are set aside for the purposes of this article. 45

#### Art. 5. Return cargo

If the insured goods should be returned, the Insurers' liability will continue without interruption on entirely the same conditions during stay and return voyage at a premium to be agreed, provided the Insurers have been notified and have accepted this extension of risk. 46  
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#### Art. 6. Transport and storage

1. Should the Assured have the transport and storage effected on conditions used for such transport and storage in the normal course of business, such acceptance of those conditions shall not confer on the Insurers either a claim on or a defence against the Assured, founded on Sections 251, 276, 284 or 638 of the Commercial Code. 49  
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2. In so far as they are not explicitly mentioned in the policy as Assured or Co-Assured, carriers or persons to whom the transport, handling or storage of the goods has been entrusted, cannot derive any benefit from the existence of this insurance. 52  
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#### Art. 7. Method of loading

This insurance shall be in force irrespective of how and where the goods have been loaded or stowed into or on to the means of conveyance. If the goods on board an oversea vessel should have been loaded on deck, the insurance shall not apply in respect of sea-water damage and damage resulting from the goods being jettisoned or washed overboard, unless such loading on deck is customary or the Assured can give satisfactory proof that the goods have been loaded on deck without his consent. Consent to load on deck shall not be assumed exclusively on the ground that transport has been effected on the condition that the carrier shall be allowed to stow "in and/or over" or on a similar condition.

#### Art. 8. Seaworthiness or sound condition of the means of conveyance

The Insurers shall not plead unseaworthiness or defectiveness of the means of conveyance, unless the Assured were aware of the unseaworthiness or defectiveness.

#### Art. 9. General average

1. The contribution in general average levied on the insured goods under Dutch or foreign law or under the stipulations of the contract of carriage shall be allowed, notwithstanding anything contained in Article 17.
2. Should the amount insured be lower than the contributory value assessed in the average adjustment or the value stated in the deposit receipt, then the Insurers shall be liable to pay only a pro rata share of the contribution in general average. When calculating this contribution, particular average which has been taken into account in the assessment of that value and which must also be paid by the Insurers, shall be deducted from the amount insured.
3. If and in so far as there will be no apportionment in general average because ship, cargo and freight or any of these interests are under one control, a procedure shall be adopted as if there had been an apportionment in general average over such interests under one control in accordance with the York-Antwerp Rules as mentioned in Section 8:613 of the Civil Code, the Rhine Rules IVR as mentioned in Section 8:1022 of the Civil Code or the applicable law of the place where the voyage is terminated.
4. **General Average Deposits**
  - a. If the Assured is required to make a deposit as a guarantee that the general average contribution or expenses exclusively chargeable against the cargo shall be paid, the Insurers shall, on surrender of the deposit receipt, be liable to pay to the Assured the amount mentioned in this receipt, with due observance of the provisions of sub d., provided the general average contribution or the expenses referred to are chargeable to the Insurers.
  - b. The rights arising from the deposits shall be assigned to the Insurers.
  - c. Payment to the Assured of the amount referred to under a. by the Insurers shall not exempt the Insurers from their obligation to pay the amount the Assured may have to contribute in general average, in case the deposit referred to under a. in security of said contributions should be inadequate or should be lost in whole or in part without the Assured's fault.
  - d. When calculating the amount to be paid by the Insurers under a. the provision of paragraph 2 will apply, on the understanding that the value declared by the Assured to the average adjuster will supersede the contributory value of the goods mentioned in that paragraph.
  - e. If, after the average adjustment has become binding, the contributory value of the goods should prove different to the declared value, then the amount due from the Insurers on account of general average shall be assessed in accordance with the provisions of paragraph 2, with due observance to the contributory value.

#### Art. 10. Demurrage and wintering

The Insurers will never pay charges for demurrage and wintering, even if these charges could be claimed as contribution in general average within the meaning of Article 9 of the policy, unless these charges can also be considered as general average according to the York-Antwerp Rules as mentioned in Section 8:613 of the Civil Code or the Rhine Rules IVR as mentioned in Section 8:1022 of the Civil Code.

#### Art. 11. Assessment of claims

For the assessment of the loss and/or damage the interested party shall apply to the average agent mentioned in the policy or, should no average agent be mentioned to the nearest Lloyd's agent or another average agent of good repute. The assessment of the loss or damage shall take place within a reasonable time after arrival of the goods; Sections 711, 712 and 746 of the Commercial Code are renounced. The fees and expenses of the average agent shall be paid by the interested party but shall be refunded to the interested party by the Insurers if the damage itself is covered under this insurance.

#### Art. 12. Abandonment

The goods insured cannot or may not be abandoned to the Insurers.

#### Art. 13. Overdue vessel

If after a reasonable lapse of time no news has been received of the means of conveyance in which the goods are transported, these goods will be considered to be lost, provided the Assured submits a declaration in writing from the carrier, indicating that the means of conveyance is missing.

#### Art. 14. Goods of various kinds or values

In order to assess the damage of goods of various kinds or values, the amount insured for the various goods will be calculated by apportioning the total sum insured in proportion to the invoice value of the goods. Failing an invoice value the sound market value at destination will be taken instead.

#### Art. 15. Packing

1. In the event of depreciation of the goods solely in consequence of loss of or damage to the packing — including the material used for indicating mark and brand — the cost of repairing the packing will be for the account of Insurers, in so far as compensation for damage to the goods is not excluded from the insurance. 109  
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2. Should no such repair be possible or the cost thereof exceed the depreciation referred to above, the Insurers shall compensate for the amount of the depreciation. 112  
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If such repair should not entirely eliminate the depreciation, the Insurers shall make good the remaining loss in value. 114  
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#### Art. 16. Drugs

The Insurers shall not be liable for loss of or damage to goods to which any international convention relating to drugs applies at the beginning of the transport irrespective of whether the Netherlands are or will be parties to such conventions or not, unless: 116  
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1. the name of the goods, as well as the name of the exporting country and the country of destination are stated in the policy and 119  
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2. the evidence of the loss or damage is accompanied by either a licence issued by the government of the country of destination showing that the import into that country has been agreed to by that government or by a licence issued by the government of the exporting country showing that the export to the destination indicated has been agreed to by the latter government and 121  
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3. the goods have been transported by a customary route. 125

#### Art. 17. Inherent vice

1. Unless expressly otherwise agreed, loss or damage proximately arising from any defect, inherent vice or from the nature of the insured goods themselves is excluded from the insurance. 126  
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2. However, the Insurers shall be liable for loss or damage as referred to in paragraph 1, if the Assured proves that the loss or damage is caused by a peril insured against. 128  
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3. In case of loss or damage, as referred to in paragraph 2, due to delay, then, notwithstanding anything contained in paragraph 2, the Insurers shall only be liable if the delay has been caused by the peril and the means of conveyance has been damaged in consequence thereof. 130  
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#### Art. 18. Own fault of the assured

Notwithstanding anything contained in Section 276 of the Commercial Code, the Insurers are not liable for any loss, damage or expenses, caused by the Assured's own major fault. 133  
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#### Art. 19. Non-disclosure

The Insurers shall not construe any untrue representation or non-disclosure against the Assured, unless the court should decide that with true knowledge of the facts, the Insurers either would not have accepted the insurance at all or would not have accepted the insurance on the same conditions. 135  
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#### Art. 20. Discharge

In respect of all obligations which may result for the Insurers from the contract of insurance, the Insurers will also be entitled to pay to, credit the account of or otherwise settle with and receive a discharge from the intermediary mentioned in the policy, which payment etc. will be considered as lawful and full discharge as against the party entitled to receive the money, at least, if and to the extent that the party entitled to receive the money should not have exempted the Insurers from their right to pay to, credit the account of or otherwise settle with the above-mentioned intermediary, by writ served on the Insurers before the time of paying, crediting or settlement or by letter, the receipt of which has been acknowledged in writing by the Insurers before the time referred to above. 138  
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#### Art. 21. Forfeiture of rights

Any claim on the Insurers will expire, if the Insurers prove that for more than three years after the Assured could reasonably have notified the Insurers of the occurrence on the grounds of which compensation is claimed, he has failed to notify the Insurers of that occurrence. 145  
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#### Art. 22. Recovery from third parties

1. Should they deem such procedure desirable with a view to recovery from third parties, the Insurers are always entitled to suspend payment until such recovery has been effected, on the understanding that the Insurers shall, if the Assured should so desire, grant to the Assured an interest-free loan up to the amount which would have to be paid on settlement of the claim; if the Insurers should withdraw this loan, the Assured is entitled to set off his claim under the insurance against this loan. 148  
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If the Assured has received an interest-free loan as referred to above, the Assured's claim on the Insurers cannot be assigned, substituted or his rights whatsoever transferred or passed. 153  
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2. The Insurers are entitled: 155
  - a. either to take all measures necessary to obtain recovery from third parties, in the Assured's name, 156
  - b. or to demand that all the Assured's rights as against third parties shall be transferred to the Insurers or to a confidential representative to be nominated by him, in order that they can effect recovery from third parties in their own name or in the name of the confidential representative. 157  
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159In either case all expenses incidental to the recovery are for the Insurers' account. 160
3. Also before the Insurers have paid, the Assured shall furnish the Insurers with all documents and information they may require or consider useful for the purpose of effecting recovery from third parties and making preliminary arrangements to effect such recovery. 161  
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#### **Art. 23. Both to blame collision clause**

If the bill of lading contains the so-called both to blame collision clause, the Insurers shall be liable for the financial 164  
consequences of a claim, made against the Assured by virtue of this collision clause. 165  
In the event of the shipping company and/or the charterer submitting a claim against the Assured under this clause, 166  
immediate notice of this claim shall be given to the Insurers, who will be entitled to contest this claim at their expense, if 167  
necessary by action at law. 168  
The Assured undertakes to give full co-operation hereto. 169

#### **Art. 24. Interest**

The Insurers shall only allow interest accruing from three months after submission of the statement of claim and the 170  
documents relating thereto, provided a writ in this respect has been issued against the Insurers within three months 171  
afterwards. Should the writ be issued later than 6 months after submission of the statement of claim, no interest is 172  
due before the day of the writ. 173

#### **Art. 25. Free of war risks and strike risks**

Unless expressly otherwise agreed in this policy, the insurance is deemed to have been effected under the proviso 174  
"free of war risks and strike risks". 175

The term "war risks" is understood to mean: 176

- war and warlike operations, civil war, revolution and insurrection, 177
- the effect of torpedoes, mines, bombs and other such implements of war left over from perils mentioned in the 178  
preceding paragraph, even if the damage should have occurred in time of peace, 179
- capture and detention by order of any authority; 180

the term "strike risks" is understood to mean: 181

- acts of violence committed in connection with strikes, lock-out of workmen and labour disturbances, 182
- acts of violence committed for political motives, 183
- rebellion, riots and local disturbances, 184

in so far as not coming under "war risks". 185

In the event of war risks or strike risks occurring to the goods, to the means of conveyance or to both, the insurance 186  
shall not terminate and the Insurers' liability shall neither cease nor be restricted, irrespective of whether the present 187  
insurance covers any form of war risks or strike risks or not. 188

Nor shall the insurance terminate or the Insurers' liability cease or be restricted by the performance of any act or 189  
failure to perform such act by or on behalf of the Assured or any third party, if the performance or the failure to 190  
perform is in consequence of the war risks or strike risks referred to or for anxiety thereof. 191

In any case the Insurers' liability shall cease after confiscation, pre-emption, requisitioning of property, expropriation 192  
or similar acts performed by or by order of any Dutch or foreign military or civil authority or by order of any Dutch 193  
or foreign public body. 194

The provisions of this article shall prevail over any statutory regulations containing different provisions. 195

#### **Art. 26. Transfer of property or interest due to war risks or strike risks**

Anyone who has procured the ownership of or any interest in the goods by any act, which could be defined as "an 196  
act of war" or "an act of strikes" cannot derive any rights from this policy. 197

#### **Art. 27. Disputes**

In the first instance all disputes arising from or connected with the implementation of this contract shall be referred to the 198  
decision of the competent judge in Amsterdam or Rotterdam. 199

#### **Art. 28. Final provision**

The headings can neither alter nor affect the contents of the articles. 200

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In case of discrepancy between the wording of these General Conditions (in so far as not hand-written, typewritten  
or printed in a different colour and/or in italics or by way of clauses attached or affixed to this document) and the  
General Conditions "Dutch Bourse Cargo Policy 1991" filed by the Association of Marine Underwriters in Holland  
with the Secretariat of the Association on the 31st of December 1991, only the wording of the latter policy shall be appli-  
cable.