



Gjensidige

Institute Cargo Clauses (B)

Forsikringsbetingelser R335 13M



Gælder fra maj 2013

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Kontakt Gjensidige Forsikring

Servicecenter

Tlf.: 70 10 90 09

info@gjensidige.dk, for police, service og salg.

Skadecenter

auto@gjensidige.dk, hvis du vil anmelde en skade eller har spørgsmål til en skadesag.

Du kan også få svar på dine spørgsmål på gjensidige.dk

Forsikringsbetingelser R33513M

Om Gjensidige Forsikring

Gjensidige er et af de ledende nordiske skadeforsikringsselskaber, som er bygget af kunder, for kunder.

Koncernen har været noteret på Oslo Børs siden 2010. I snart 200 år har vi ansat ildsjæle, som arbejder for at sikre kundernes liv, helbred og værdier. Vi er cirka 3.100 medarbejdere, heraf 470 i Danmark, og vi tilbyder skadeforsikring i Norge, Danmark, Sverige og Baltikum.

I Norge tilbydes også bank, pension og opsparing. Driftsindtægterne var 19,5 mia. NOK i 2012, mens forvaltningskapitalen udgjorde 94,2 mia. NOK.

Fællesbetingelser

Betingelser R33513M

Forsikringsbetingelsernes opbygning

Forsikringsbetingelserne har følgende opbygning:

- **Forklaring af enkelte begreber** der bruges i betingelserne.
- **Fællesbetingelser** der gælder for alle dækninger på forsikringen. Her kan bl.a. findes oplysninger om hvem der er sikret, hvor forsikringen dækker, om præmiebetaling og hvad der skal gøres ved skade eller erstatningskrav.
- **Betingelserne for dækninger** der kan være omfattet af forsikringen. Det vil fremgå af policen, hvilke dækninger der er omfattet af forsikringen. Under betingelserne for dækningerne fremgår det, hvilke skader og/eller omkostninger der er dækket og hvad forsikringen ikke dækker.
- **Erstatningsregler** hvor eventuelle summer, opgørelsesregler samt regler for selvrisiko og regres fremgår.
- **Ordforklaringer** for de ord der i betingelserne er stjernemarkeret*.

Forklaring af enkelte begreber

Selskabet

Ved selskabet forstås Gjensidige Forsikring, dansk filial af Gjensidige Forsikring ASA, Norge.

Forsikringstager

Ved forsikringstager forstås den person eller virksomhed, der med selskabet har indgået forsikringsaftalen.

Sikrede

Sikrede er den, som har ret til erstatning.

1. Hvem er sikret

Forsikringstager i egenskab af ejer eller bruger af det forsikrede.

2. Hvor dækkes

Forsikringen dækker på den i policen angivne destination (til og fra).

3. Ikrafttrædelse

Forsikringen træder i kraft på den i policen anførte dato.

4. Præmiebetaling

4.1

Præmien opkræves med angivelse af sidste rettidige betalingsdag.

Sammen med præmien opkræves de offentlig fastsatte afgifter til staten. Forsikringstageren betaler de udgifter, der er forbundet med opkrævningen og betalingen af præmien mv.

4.2

Betales pr. indbetalingskort sendes påkrav om betaling til den opgivne betalingsadresse. Betales via betalingservice eller anden elektronisk betalingsmåde hæves beløbet på det opgivne kontonummer.

4.3

Ændres betalingsadresse eller kontonummer, skal selskabet straks underrettes.

4.4

Første præmie forfalder til betaling ved forsikringens ikrafttræden og senere præmier på de anførte forfaldsdage.

4.5

Betalingsfristen for første præmie er mindst 12 dage fra modtagelsen af indbetalingskortet. Ved senere præmier er betalingsfristen mindst 21 dage fra modtagelsen af indbetalingskortet. Sidste rettidige betalingsdag vil fremgå af indbetalingskortet. Betalingsfristerne gælder ikke, hvor præmien opkræves via betalingservice.

4.6

Betales første præmie ikke rettidigt, ophører forsikringen.

4.7

Betales senere præmie ikke rettidigt, kan selskabet, 14 dage efter udløbet af betalingsfristen efter punkt 4.5, opsige forsikringsaftalen. Aftalen opsiges med 21 dages varsel, medmindre præmien er betalt inden denne dato.

4.8

Betales præmien for sent på grund af særligt undskyldende omstændigheder, og betales præmie samt renter og omkostninger umiddelbart efter at den særligt undskyldende omstændighed er ophørt, løber forsikringsaftalen på ny fra dagen efter, at betalingen sker. Betalingen skal dog ske senest 3 måneder efter udløbet af opsigelsesfristen i punkt 4.7. Ved manglende betaling af første præmie, skal betaling dog ske senest 3 måneder efter betalingsfristen i punkt 4.5. Er forsikringsaftalen indgået for en bestemt periode, skal betaling ske inden udløbet af denne periode.

5. Gebyrer

5.1 Gebyrer

5.1.1 Selskabet er berettiget til at beregne gebyrer til hel eller delvis dækning af omkostningerne ved opkrævninger, rykkerskrivelser, inkasso, udbetalinger, dokumenter, oversigter, genparter og fotokopier samt besigtigelser, ekspeditioner og ydelser i forbindelse med police- og skadebehandling.

5.1.2 Prisen er enten fast eller beregnes som en procentsats/ timesats. Beregningsmetoderne kan kombineres.

5.1.3 Priserne fremgår af selskabets prislister, der kan ses på selskabets hjemmeside eller oplyses ved forespørgsel.

5.2 Ændring og indførelse af nye gebyrer

5.2.1 I bestående forsikringsaftaler kan gebyrer forhøjes eller nye gebyrer indføres af omkostnings-, indtjenings- eller markedsmæssige årsager.

5.2.2 Forhøjelse af gebyrer sker med 1 måneds varsel til den første i en måned. Ændringerne offentliggøres på selskabets hjemmeside. Indførelse af nye gebyrer sker ved brev til forsikringstager med 3 måneders varsel til policens hovedforfaldsdato.

6. Varighed og opsigelse

6.1 1-årig periode

Forsikring, der er tegnet for en 1-årig periode, løber indtil den skriftligt opsiges af forsikringstageren eller selskabet med mindst 1 måneds varsel til en hovedforfaldsdato.

6.2 Flerårig periode

Forsikring, der er tegnet for en flerårig periode løber indtil den skriftligt opsiges af forsikringstageren eller selskabet med mindst 1 måneds varsel til den flerårige periodes udløb.

6.3 Opsigelse i forbindelse med skade

Fra anmeldelse af skade og indtil 1 måned efter erstatningens betaling eller efter afvisning af skaden er forsikringstageren og selskabet berettiget til, at opsiges forsikringen skriftligt med 14 dages varsel.

6.3.1 Hvis forsikringen er tegnet for en flerårig periode, og der derfor har været ydet reduktion i præmien, kan opsigelse fra forsikringstagers side kun ske mod efterbetaling af et beløb svarende til den ydede reduktion i forsikringspræmien, der er sket fra den flerårige periodes start til ophørsdagen.

7. Reguleringer

7.1

Indeksregulering

7.1.1 Præmie, forsikringssummer, erstatnings- og selvrisikobeløb bliver reguleret hvert år den 1. januar.

Reguleringen sker i takt med ændringen i maskinprisindekset for juli måned, som er blevet offentliggjort det foregående år af Danmarks Statistik.

Ophører udgivelsen af maskinprisindekset, er selskabet berettiget til at fortsætte indeksreguleringen efter et andet indekstal fra Danmarks Statistik.

7.1.2 Ændringen af præmien får virkning fra den første forfaldsday i kalenderåret.

7.1.3 Erstatningen bliver fastsat på grundlag af de regulerede forsikringssummers størrelse på skadetidspunktet.

7.1.4 Visse summer og beløb bliver ikke indeksreguleret. Dette fremgår i hvert enkelt tilfælde.

7.2 Regulering af summer

Hvis de oplyste summer/beløb der er nævnt i betingelserne indeksreguleres, vil beløbet være efterfulgt af årstal:(2013).

8. Ændringer

Selskabet kan ændre betingelser og/eller præmie med 1 måneds varsel til hovedforfald. Forsikringstageren er berettiget til skriftligt at opsiges forsikringen med 14 dages varsel til ændringsdagen, når ændringen er til ugunst for forsikringstageren.

9. Ved skade

9.1

Sker der en skade, skal selskabet snarest muligt have en anmeldelse med så fyldestgørende oplysninger som muligt.

Skaden kan anmeldes ved at ringe til os på tlf. +45 70 10 90 09.

Hele døgnet kan skaden anmeldes på selskabets hjemmeside.

Ved akut hjælp henvises til vores døgnservice på tlf. +45 70 22 52 32.

9.2

Tyveri og hærværk skal ligeledes anmeldes til politiet.

9.3

Udbedring af skaden eller fjernelse af forsikrede genstande må dog ikke iværksættes, før selskabet har givet samtykke hertil.

9.4

I det omfang selskabet har betalt erstatning, indtræder det i enhver henseende i sikredes eventuelle krav mod tredjemand.

10. Dækning i andet selskab

Er der tegnet forsikring mod samme risiko i et andet selskab, og har dette selskab taget forbehold om, at dækningen falder bort eller indskrænkes, hvis forsikring tillige er tegnet i andet selskab, gælder samme forbehold for nærværende forsikring. Denne bestemmelse gælder kun opgørelsen mellem selskaberne.

11. Internationale sanktioner og krig, jordskælv, atomenergi mv.

11.1 Internationale sanktioner

Enhver erstatningspligt og andre forpligtelser over for den forsikrede eller andre under denne forsikring bortfalder i det omfang opfyldelsen af sådanne forpligtelser efter selskabets vurdering vil kunne udsætte selskabet for sanktioner, restriktioner, forbud eller anden retsfølge som følge af resolutioner eller anden beslutning vedtaget af de Forenede Nationer eller sanktioner, lovgivning eller andre retsfølger udstedt af EU, Storbritannien eller USA.

Se mere om internationale sanktioner på Erhvervsstyrelsens og Udenrigsministeriets hjemmeside.

11.2 Krig, jordskælv, atomenergi mv.

Forsikringen dækker ikke skade, som direkte eller indirekte er en følge af:

- Krig, krigslignende handlinger, neutralitetskrænkelser, borgerkrig, oprør eller borgerlige uroligheder
- Terrorisme
- Jordskælv eller andre naturkatastrofer
- Udløsning af atomenergi eller radioaktive kræfter

12. Utilfreds med selskabet

12.1

Ved utilfredshed med selskabets behandling af en skade, fx erstatningens størrelse eller tolkning af forsikringsbetingelserne, er der mulighed for at klage.

Vedrører klagen vores afgørelse, den måde sagen er behandlet på eller vores produkter, så prøv i første omgang at kontakte den person eller det center, der har behandlet sagen.

Det er nemmest og hurtigst at løse sagen på denne måde.

12.2 Klageansvarlig enhed

Bliver det nødvendigt at gå videre, kan vores klageansvarlige enhed kontaktes via e-mail eller brev.

Kontaktoplysninger findes på selskabets hjemmeside eller oplyses ved forespørgsel.

Kontaktoplysninger findes på selskabets hjemmeside eller oplyses ved forespørgsel.

13. Lovgivning og værneting

For forsikringen gælder også lov om forsikringsaftaler samt Dansk Søforsikringskonvention af 2. april 1934.

Twister vedrørende forsikringsaftalen afgøres efter dansk ret ved danske domstole.

Institute Cargo Clauses (B)

14. Risks covered

This insurance covers, except as excluded by the provisions of Clauses 17, 18, 19 and 20 below

14.1

Loss of or damage to the subject-matter insured reasonably attributable to

14.1.1 Fire or explosion

14.1.2 Vessel or craft being stranded grounded sunk or capsized

14.1.3 Overturning or derailment of land conveyance

14.1.4 Collision or contact of vessel craft or conveyance with any external object other than water

14.1.5 Discharge of cargo at a port of distress

14.1.6 Earthquake volcanic eruption or lightning,

14.2

Loss of or damage to the subject-matter insured caused by

14.2.1 General average sacrifice

14.2.2 Jettison or washing overboard

14.2.3 Entry of sea lake or river water into vessel craft hold conveyance container or place of storage,

14.3

Total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

15. General Average

This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 17, 18, 19 and 20 below.

16. "Both to Blame Collision Clause"

This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

Exclusions

17.

In no case shall this insurance cover:

17.1

Loss damage or expense attributable to wilful misconduct of the Assured

17.2

Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

17.3

Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

17.4

Loss damage or expense caused by inherent vice or nature of the subject-matter insured

17.5

Loss damage or expense caused by delay, even though the delay be caused by a risk insured against
(except expenses payable under Clause 15 above)

17.6

Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

17.7

Deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

17.8

Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

18.

18.1

In no case shall this insurance cover loss damage or expense arising from:

18.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

18.1.2 Unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

18.2

Exclusion 18.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

18.3

The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

19.

In no case shall this insurance cover loss damage or expense caused by:

19.1

War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

19.2

Capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

19.3

Derelict mines torpedoes bombs or other derelict weapons of war.

20.

In no case shall this insurance cover loss damage or expense:

20.1

Caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

20.2

Resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

20.3

Caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

20.4

Caused by any person acting from a political, ideological or religious motive.

Duration

21. Transit Clause

21.1

Subject to Clause 24 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:

21.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

21.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

21.1.3 When the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

21.1.4 On the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.

21.2

If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 21.1.1 to 21.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

21.3

This insurance shall remain in force (subject to termination as provided for in Clauses 21.1.1 to 21.1.4 above and to the provisions of Clause 22 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

22. Termination of Contract of Carriage

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 21 above, then this insurance shall also

terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either:

22.1

Until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or

22.2

If the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 21 above.

23. Change of Voyage

23.1

Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

23.2

Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 21.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

Claims

24. Insurable Interest

24.1

In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

24.2

Subject to Clause 24.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

25. Forwarding Charges

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 25, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 17, 18, 19 and 20 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

26. Constructive Total Loss

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

27. Increased Value

27.1

If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

27.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

Benefit of insurance

28.

This insurance:

28.1

Covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

28.2

Shall not extend to or otherwise benefit the carrier or other bailee.

Minimising losses

29. Duty of Assured

It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder:

29.1

To take such measures as may be reasonable for the purpose of averting or minimising such loss, and

29.2

To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

30. Waiver

Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subjectmatter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Avoidance of delay

31.

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Law and practice

32.

This insurance is subject to English law and practice.

NOTE:

Where a continuation of cover is requested under Clause 22, or a change of destination is notified under

Clause 23, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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