

Non-binding recommendations by the German Insurance Association (GDV) for optional use. Other conditions may be agreed. In case of deviations the German wording shall prevail.

General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024)

Standard policy conditions of the GDV

(Last amended: March 2024)

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Section A General provisions

A1 Subject matter of the insurance

A1.1 The following is insured:

- loss of or damage to the insured vessel with its machinery, appurtenances, installations and equipment in accordance with the provisions in Section B;
- the Insured's liability for causing physical damage to third parties (indemnification of third parties) in accordance with the provisions in Section C.

A1.2 Where agreed, the following is additionally insured:

- the cost of wreck removal in accordance with the provisions in Section D,
- loss of or damage to the machinery under the extended coverage in accordance with the provisions in Section E,
- loss of or damage to the electronic and electrotechnical systems and equipment under the extended coverage in accordance with the provisions in Section F,
- loss or damage caused by pipe water under the extended coverage in accordance with the provisions in Section E,
- damage caused by cargo and damage to the coating in accordance with the provisions in Section H,
- any motor vehicles carried on the vessel in accordance with the provisions in Section I,
- household items and personal belongings in accordance with the provisions in Section J,
- loss or damage caused by weapons of war in accordance with the provisions in Section K,
- loss of income from the insured vessel in accordance with the provisions in Section L,
- floating dredge systems in accordance with the provisions in Section M.

A1.3 Sanctions clause

A1.3.1 Notwithstanding the other provisions in the insurance contract, the cover exists only to the extent and as long as this does not conflict with economic, trade or financial sanctions or embargoes imposed by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

A1.3.2 The same applies to economic, trade or financial sanctions or embargoes imposed by the United States of America to the extent that this does not conflict with legal provisions of the European Union or the Federal Republic of Germany.

A2 The Insured, Co-Insureds, exercising the rights under this insurance contract, representatives

A2.1 The insurance covers the Insured and the Co-Insureds named in the insurance policy.

A2.2 All the contractual provisions applicable to the Insured apply to the Co-Insureds correspondingly. Both the Insured and the Co-Insureds are responsible for fulfilling the obligations.

A2.3 Only the Insured is entitled to exercise the rights under this insurance contract.

A2.4 Representatives is defined as the Insured's owners and legal representatives (executive board, managing directors, managing shareholders).

A3 Territorial scope and trading limits

A3.1 The insurance covers all inland waterways

- within the territory of Europe
- for which the vessel is admitted.

Where estuaries are concerned, the territorial scope is limited by the line that connects the outermost headlands or pier heads with each other.

A3.2 Voyages within the inshore traffic zone between the ARA ports (Amsterdam, Rotterdam, Antwerp) are insured.

A3.3 Voyages to Ukraine, Belarus, Lithuania, Latvia, Estonia and Russia are insured only where previously agreed with the Insurer.

A3.4 Voyages on sea waters are not insured.

A3.5 The territorial scope for the objects specified in Clause B2.2 is agreed in the insurance policy. Voyages outside the trading limits of the territorial scope agreed in the insurance policy are insured only if this was agreed with the Insurer prior to commencing the voyage.

A4 Scope of cover

A4.1 The cover includes:

- A4.1.1 indemnification against loss of or damage to the insured vessel in accordance with Section B;
- A4.1.2 indemnification against justified and defence against unjustified claims in accordance with Section C; and
- A4.1.3 where agreed, indemnification against loss/damage, costs and expenses in accordance with Sections D to M.

A4.2 The Insurer will further indemnify against

- A4.2.1 contributions the Insured is obliged to make towards the general-average pursuant to Clause B4;
- A4.2.2 sacrifice pursuant to Clause B5;
- A4.2.3 damage to the insured vessel caused by acts of a sovereign power in case of water pollution pursuant to Clause B6;
- A4.2.4 cost incurred in averting or mitigating a loss or damage pursuant to Clauses A20.1.1 and A20.1.2;
- A4.2.5 cost incurred in investigating the loss or damage pursuant to Clause A20.1.3;
- A4.2.6 cost incurred in ascertaining the loss or damage pursuant to Clause A20.1.4.

A4.3 The Insurer will not indemnify against any loss or damage, liability, cost or expenses caused by

- A4.3.1 intentional or grossly negligent conduct of the Insured (including where the Insured commands the vessel itself) or one of its representatives. The Insured is not liable for the

conduct of the vessel's crew or the pilot in the performance of their duties, irrespective of the nature of their legal relationship with the Insured.

In deviation from Clause A4.3.1 (1), with regard to causing the insured event, the provisions in Clause I9 apply to the insurance of motor vehicles carried on the vessel as per Section I and the provisions in Clause J10 to the insurance of household items and personal belongings as per Section J.

A4.3.2 strike, lockout, labour unrest, terrorist or political acts of violence, irrespective of the number of persons involved therein, riots or other civil unrest;

A4.3.3 war, civil war or warlike events or the hostile use of weapons of war, irrespective of the state of war, or by derelict weapons of war left behind as a consequence of one of these risks;

A4.3.4 confiscation, seizure or other interventions carried out by authorities;

The Insurer remains liable for any loss/damage arising from a court order or by the enforcement thereof, provided the Insurer is obliged to indemnify the Insured against what the Insured must pay to satisfy the claim on which the court order is based.

A4.3.5 nuclear energy or other ionising radiation;

A4.3.6 non-compliance with statutory provisions, regulations and orders of authorities applicable to the transportation of hazardous goods unless the Insured can prove that it observed the provisions and has done what is required to ensure compliance therewith during transportation, or that the Insured neither knew nor should have known about the transportation;

A4.3.7 excessive load. This does not apply if the Insured is not responsible for the excessive load;

A4.3.8 the use of chemical, biological, biochemical substances or electromagnetic waves as weapons constituting a public danger, irrespective of other contributory causes;

A4.3.9 an information security breach.

Information security breach means an impairment of the

- availability
- integrity
- confidentiality

of electronic data of the Insured or of information processing systems used by the Insured to carry out its operations or business activities.

A4.4 Furthermore, the Insurer will not indemnify against indirect loss or damage of any type whatsoever.

A4.5 The Insurer will further not indemnify against uninsured risks and excluded loss/damage pursuant to Section B and Section C and, where agreed, the other Sections included in the insurance.

A5 Deductibles, "new for old" deductions

A5.1 The deductible agreed in the insurance policy per insured vessel applies. It is applied to

every damage/loss event. The deductible does not apply

- to total loss pursuant to Clause B9 and in cases equalling total loss pursuant to Clause B10.2,
- to contributions to general-average pursuant to Clause B4,
- to sacrifice pursuant to Clause B5,
- to the cost of wreck removal pursuant to Clause D2,
- to the cost of averting, mitigating or investigating a loss or damage pursuant to Clause A20.

A5.2 Ice damage is subject to the deductible agreed in Clause A5.1 or the deduction amounting to a percentage of the indemnifiable loss/damage as agreed for ice damage in the insurance policy.

A5.3 In addition to the deductible as per Clause A5.1, the deductibles agreed separately in the insurance policy under the other Sections also apply.

A5.4 If several Sections of the ADB 2024 are impacted by a damage/loss event, only the highest deductible of the deductibles specified in the insurance policy will be applied once. The deductibles in Section E (Machinery) and Section L (Loss of hire) remain unaffected.

A5.5 Where parts of the insured items are replaced by new ones during repair, a “new for old” deduction is agreed to account for the age, wear and tear of such parts.

A6 Commencement and end of insurance cover

A6.1 The insurance cover commences and ends on the dates specified in the insurance policy. This also applies if the insured vessel is on a voyage at the time the insurance cover ends.

A6.2 Any insurance contract concluded for a specific period is tacitly renewed by another year whenever it is not terminated one month before the end of the contract term.

A7 Risk-related facts and circumstances upon entering into the contract, and alteration of risk

A7.1 Risk-related facts and circumstances upon entering into the contract

A7.1.1 When entering into the contract, the Insured must disclose all and any material facts and circumstances relevant to assuming cover for the risks and must answer all the Insurer’s questions truthfully and completely. Any fact or circumstance that would influence the Insurer’s decision to enter into the insurance contract or to accept the agreed conditions is considered material. In case of doubt, a fact that the Insurer has asked after expressly or in writing is deemed to be a material fact.

Where the Insured appoints an agent to conclude the contract and the agent is aware of a material fact, the Insured will be deemed to have been aware of said material fact.

A7.1.2 The Insurer will be discharged from liability if the disclosures by the Insured are incomplete or inaccurate.

This also applies if information was not disclosed on account of the Insured being unaware of the fact and this was due to gross negligence on the Insured’s part.

Where the insured event has already occurred, the Insurer may not refuse cover if the Insured can prove that the incomplete or inaccurate disclosure of information had no

effect on the occurrence of the insured event or the scope of the Insurer's liability thereunder.

If the Insurer refuses to indemnify in respect of a claim, the Insured may terminate the contract. The right to terminate the contract expires if it is not exercised within one month of the Insured receiving notification of the Insurer's decision to refuse indemnification.

A7.2 Alteration of risk

A7.2.1 The Insured may alter the risk and allow alteration thereof by a third party.

If the Insured alters the risk or obtains knowledge of an alteration of risk, it must notify the Insurer thereof without delay.

If the Insured fails to disclose an aggravation of risk, the Insurer will be discharged from liability where the insured event occurs after a time when the Insurer should have received the disclosure unless the non-disclosure was not intentional, or the aggravation of risk had no effect on the occurrence of the insured event or the scope of the Insurer's liability thereunder.

The Insurer is entitled to an additional premium to be agreed for the aggravation of risk, unless said aggravation was in the Insurer's own interest or made on humanitarian grounds, or was considered reasonable due to an insured event threatening the vessel.

An alteration of risk does not give the Insurer the right to terminate the contract.

A7.2.2 Alteration of risk includes, in particular

- docking or entering slipways with cargo,
- unauthorised towage or pushing or being improperly tugged, except in cases of distress,
- letting third parties use the vessel, such as hire, gratuitous loan, bareboat charter,
- deployment of the vessel in military manoeuvres,
- waiver of rights of recourse above and beyond customary practices.

A8 Payment of the premium

A8.1 The Insured must pay the first premium upon delivery of the insurance policy, and subsequent premiums are payable on the first of the month in which a new policy year commences.

A8.2 Where payment by instalments has been agreed, outstanding instalments are deemed to have been deferred. They fall due immediately when the Insured defaults on a payment or an indemnity payment becomes due.

A8.3 Consequences of delayed premium payments

A8.3.1 If the Insured fails to pay the first or one-time premium when due but pays at a later date, the cover only commences from such later date. This does not apply if the Insured can prove that it is not responsible for the failure to pay.

A8.3.2 If the Insured fails to pay the first or one-time premium when due, the Insurer may rescind the contract as long as the premium has not been paid. The Insurer may not rescind the contract if the Insured is able to prove that it is not responsible for the failure to pay.

A8.3.3 If a subsequent premium is not paid when due, the Insured will be regarded as having defaulted without having received a reminder unless the Insured is not responsible for the

delayed payment.

The Insurer will send the Insured a request for payment in text form (within the meaning of section 126b German Civil Code (BGB)) at the latter's cost, setting a payment deadline of at least two weeks.

The Insurer is entitled to request compensation for the damage incurred by the default.

A8.3.4 If the Insured is still defaulting on the payment after this payment deadline has passed, no insurance cover will exist from this point in time until payment is made, provided the Insured was informed of this consequence in the payment reminder as per Clause A8.3.3.

A8.3.5 If the Insured is still defaulting on the payment after this payment deadline has passed, the Insurer may terminate the contract without any notice period, provided the Insured was informed of this consequence in the payment reminder as per Clause A8.3.3.

If the Insurer has terminated the contract but the Insured pays the requested amount within a month thereafter, the contract remains in force. However, any insured events occurring between receipt of the termination notice and the payment are not covered.

A9 Insured value

A9.1 Unless otherwise specified in Sections B to M, the insured value equals the market value of the insured items upon commencement of the respective current policy year.

A9.2 The market value is the estimated amount that could be achieved for an object of the same kind and quality in the usual course of business on the basis of expert knowledge and without consideration of any unusual or personal circumstances.

A10 Sums insured

A10.1 The sums insured as agreed in the insurance policy are applicable in accordance with the provisions in the following Sections, to the extent they were included in the insurance.

A10.2 The Insurer will indemnify, individually and separately, up to the amount of the sums insured under the agreed Sections. The sums insured cannot be balanced with each other.

A11 Insured's obligations

A11.1 The Insured is obliged

A11.1.1 to inform the Insurer of each damage/loss event without undue delay,

A11.1.2 to avert and mitigate the loss/damage and, if circumstances allow, to obtain the Insurer's instructions.

Without prejudice to the obligation to indemnify, the Insurer is entitled to initiate measures to avert and mitigate the loss/damage itself. The cost and loss/damage resulting therefrom is born by the Insurer.

A11.1.3 in case of a collision, to request a joint inspection of the loss/damage as well as a joint recording of the extent of the loss/damage from the collision opponent, and to hold the opponent liable in writing;

A11.1.4 to provide the Insurer with any information that is required to ascertain the loss/damage or to assess the scope of the liability thereunder. The Insured is obliged to procure and

safeguard all evidence that might be of relevance to the subsequent clarification of events leading up to the loss or the question of fault, or which might be necessary for asserting recourse claims and applying for sea protest at the request of the Insurer.

A11.2 The Insured is not entitled to litigate or settle without the Insurer's consent where this would affect the rights of the Insurer.

A11.3 Legal consequences of a breach of obligation

A11.3.1 If the Insured fails, either intentionally or through gross negligence, to satisfy any of the obligations stated in these terms and conditions or otherwise agreed, the Insurer will be discharged from liability.

In case of a intentional or grossly negligent breach of obligation, the Insurer will remain obliged to indemnify to the extent that the breach of obligation had no effect on the ascertainment of the insured event or the assessment or scope of the Insurer's obligations to indemnify. This does not apply in cases of fraudulent intent.

If the breach of obligation refers to an obligation to provide information or seek clarification arising after the insured event occurs, the Insurer will be discharged from liability to indemnify even without having specifically informed the Insured of this legal consequence.

A11.3.2 In deviation from Clause A11.3.1, the legal consequences of a breach of obligation stipulated in Clause I8 apply to the insurance of motor vehicles carried on the vessel as per Section I and the legal consequences of a breach of obligation stipulated in Clause J9.2 to the insurance of household items and personal belongings as per Section J.

A12 Right of the Insurer to inspect objects and documents, to request removal of damages or defects, to amend or terminate the contract

A12.1 When accepting to insure a vessel, the Insurer has the right

A12.1.1 to inspect the insured vessel without undue delay after concluding the insurance contract;

A12.1.2 to inspect the technical documentation, certificates and licenses of the insured vessel.

A12.2 If such inspections reveal any damage or defects, the Insurer is entitled to request that

A12.2.1 the revealed damage or defects are removed within a reasonable deadline;

A12.2.2 and that the insurance contract for the vessel be amended.

A12.3 If the parties fail to agree on an amendment of the insurance contract or if the damage or the defects are not removed within the specified deadline, either party is entitled to terminate the insurance contract for the vessel with a notice period of 14 calendar days. Prior thereto, the respective other party is to be notified of the intention to terminate the contract for the vessel.

A12.4 If the inspection reveals significant damage or defects which were not known to the Insurer before assuming the risk and which cannot, by objective standards, be removed within a period of two months, the Insurer is entitled to terminate the insurance contract for the vessel with a notice period of 14 calendar days.

A12.5 The Insurer's rights under Clauses A12.2 and A12.4 can only be exercised within a period of 14 calendar days after completing the inspection as per Clause A12.1.

- A12.6 The Insurer will not indemnify against any damage or defects revealed in accordance with Clause A12.2 that were not removed in due time.
- A12.7 Declarations to be made by the Insurer can also be made vis-à-vis the broker involved and will be thus deemed to have been effectively made vis-à-vis the Insured.
- A12.8 Provided the parties agree mutually on a date for the inspection, Clauses A12.1 to A12.7 apply correspondingly irrespective of a vessel's acceptance for insurance.

A13 Ascertainment of a loss/damage

- A13.1 The Insurer is in charge of ascertaining and assessing the insured loss/damage. The insurer may consult with the Insured in this context.
- A13.2 The damage/loss is ascertained and assessed at the first suitable location following notification of the loss/damage; it may be postponed until the next opportunity when the vessel is at a shipyard, provided the vessel's fitness for inland navigation is guaranteed. If the vessel's fitness for inland navigation is in doubt, an expert must be involved without delay.
- A13.3 If the Insurer involves an expert, the loss/damage assessment must include the following information in particular:
- a description of the damage/loss event;
 - the cause of the loss/damage;
 - the extent of the individual losses/damages;
 - the amount of the loss/damage, including an itemised list specifying where new parts are to be installed;
 - reinforcements and improvements resulting from the repair, including an indication of the difference in value;
 - the time required for the repair.

A14 Technical expert procedure

- A14.1 If the cause or extent of the loss/damage is disputed, either party is entitled to request that this be ascertained by an expert.
- A14.2 In this case, each party must nominate an expert without delay. Upon naming an expert, each party is entitled to request in writing the other party do the same. If the second expert is not named within two weeks of receipt of the written request, the requesting party is entitled to have the expert named by the chamber of industry and commerce of the district in which the insured vessel is currently located.
- A14.3 Before the assessment procedure begins, the two experts must appoint a third party as an umpire. If they fail to find an agreement, the umpire is named at the request of one or both parties by the chamber of industry and commerce of the district in which the insured vessel is currently located.
- A14.4 The findings of the experts must contain all the information which, depending on the task at hand, is required to determine the cause of the loss and to assess the scope of the indemnity due.
- A14.5 The experts must present each party with their findings simultaneously. If the findings diverge, the Insurer must forward the reports to the umpire without delay. The umpire then settles the disputed issues within the bounds of the findings made by the experts

and presents both parties with his decision at the same time.

- A14.6 Each party assumes the costs of its own expert. Each party pays half the costs of the umpire. This applies even if the two parties agree mutually to carry out a technical expert procedure. If the Insurer requests the technical expert procedure, the Insurer must bear the entire costs of the proceedings.
- A14.7 The findings of the experts or of the umpire are binding unless it can be proven that they obviously fail to represent the actual facts of the case.
- A14.8 If the experts or the umpire are unable or unwilling to produce findings, or if they delay proceedings unduly, different experts must be appointed.
- A14.9 The technical expert procedure does not affect the Insured's obligations under Clause A11.

A15 Quotes for the cost of repairs

- A15.1 The Insurer may request that the Insured obtain several quotes for the repairs (tenders). The Insurer is also free to request quotes itself.
- A15.2 The Insurer has the right to limit the indemnity to the amount of the most favourable quote.

A16 Loss assessment, indemnity due date

- A16.1 The Insured may not demand payment until it has submitted to the Insurer
- a loss assessment,
 - the documents requested by the Insurer (e.g. invoices for repairs),
 - and until one month has passed since fulfilling these obligations.
- A16.2 If the obligations have not been fulfilled within a month of the loss/damage claim being lodged due to circumstances for which the Insured is not responsible, the Insured may demand payment of 75% of the minimum amount likely payable by the Insurer under the circumstances.

A17 Provision of security

- A17.1 If the Insured is obliged to provide security for an insured loss, or if the provision of security for such a loss/damage is necessary in order to prevent impending arrest, the Insurer undertakes to issue a guarantee in accordance with the conditions of the insurance policy or to pay the required amount to be deposited.
- A17.2 If the guarantee for third-party claims as per Clause C2 exceeds the actual property loss/damage occurred, the Insured must indemnify and hold the Insurer harmless against the amount exceeding its obligation towards the third party.

A18 Default

In the event of a dispute between the Insurer and the Insured being settled by a court of law or court of arbitration, or if the Insurer's payment is delayed for any other reason, the Insurer – apart from its liability for interest as provided for by law – will not be liable to the Insured for any damage caused by default unless the Insurer has delayed payment with gross negligence or intentionally.

A19 Subsidiarity, indemnification from other sources

- A19.1 The Insurer of this policy will not indemnify where risks insured under this policy are, based upon their merit or amount, covered by another insurance.
- A19.2 Loss or damage suffered by the subject-matter insured during salvages or while providing assistance or being used for lightering or towing will only be indemnified to the extent that the Insured has not been compensated for such damage through the remuneration received.

A20 Cost of averting, mitigating or investigating a loss or damage

- A20.1 Irrespective of the success of such measures, the Insurer will indemnify for
- A20.1.1 expenses incurred by the Insured at the time of the occurrence of the insured event in order to avert or mitigate the loss/damage, to the extent that such expenses were justified under the circumstances,
- A20.1.2 expenses incurred by the Insured after the occurrence of an insured event on the instruction of the Insurer,
- A20.1.3 cost incurred in investigating and ascertaining the loss to be indemnified by the Insurer, to the extent that this was considered necessary under the circumstances,
- A20.1.4 cost of having the loss/damage ascertained by an expert commissioned by the Insurer or, with the Insurer's consent, by the Insured.
- A20.1.5 The Insurer is obliged to indemnify for expenses and costs pursuant to Clauses A20.1.1 to A20.1.4 even if such measures prove unsuccessful.
- A20.1.6 Expenses and costs pursuant to Clauses A20.1.1 to A20.1.4 must be reimbursed irrespective of whether, together with other indemnity to be paid, they exceed the sum insured.

A21 Termination after the occurrence of the insured event

- A21.1 Following the occurrence of an insured event, the Leading Insurer or the Insured may terminate the insurance contract.
- A21.2 Notice of cancellation must be given in text form (within the meaning of section 126b German Civil Code (BGB)) and must reach the respective other party no later than one month after concluding negotiations on the indemnification.
- A21.3 Where the Insurer gives notice, the termination enters into effect one month after the notice has been received. Where the Insured gives notice, the Insured may decide whether cancellation is to take effect immediately or at a later date, but no later than at the end of the current period of insurance.
- A21.4 Upon termination, the Insurer must repay the premium for the current insurance period pro rata temporis based on the time already past in relation to the entire period of insurance.

A22 Leading Insurer – co-insurance

- A22.1 If the insurance is provided by several Insurers, each Insurer is liable only for their own

share and not as joint and several debtors.

- A22.2 Except for increases in the insured sums and amendments to the termination provisions, the agreements made between the Leading Insurer and the Insured are binding on the co-insurers. The same applies to claims settlement and cases of recourse.
- A22.3 The Leading Insurer is also authorised to underwrite mortgage clauses on behalf of the co-insurers and to receive pledging notices, to declare abandonment pursuant to Clause B12, to issue guarantees and furnish security pursuant to Clause A17. The Leading Insurer is authorised but not obliged to provide security not only for its own share but also for the shares of the co-insurers. In this case, the co-insurers are obliged to provide security for their own shares vis-à-vis the Leading Insurer in the same manner as the Leading Insurer did for them.
- A22.4 Notifications and declarations of intent received by the Leading Insurer are deemed to have been received by the co-insurers as well.
- A22.5 The Leading Insurer is authorised by the co-insurers to litigate on their behalf; this applies equally to cases brought before courts of law and to those before arbitration tribunals.

However, a verdict against the Leading Insurer for its share alone, or a settlement made after litigation or any arbitration award must be recognised by the co-insurers as binding with regard to their shares as well. If the share of the Leading Insurer does not reach the sum total required for an appeal, the Insured is obliged upon request of the Leading Insurer or any Insurer involved to extend the suit to the second or, if required, to a third or more Insurers until this sum is reached. If the Insured fails to comply with this request, sentence 1 does not apply.

- A22.6 The Leading Insurer is not authorised to declare on behalf of the co-insurers that any rights of the Insured to the vessel be transferred.

A23 Concluding provisions

- A23.1 Written conditions and clauses take precedence over the ADB 2024.
- A23.2 Unless otherwise agreed in the ADB 2024 or the written conditions and clauses, the German statutory provisions apply.
- A23.3 Notifications and declarations must be made in text form (within the meaning of section 126b German Civil Code (BGB)), unless the ADB 2024 expressly stipulate different form requirements.

Section B Hull insurance

B1 Basis of the insurance

The provisions in Section A of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section B below.

B2 Subject-matter insured

B2.1 The insurance covers the vessel with its machinery, appurtenances, installations and equipment.

B2.2 The following is considered equivalent to a vessel: floater dredges, floater cranes, elevators and all other floating and movable systems and equipment of all types, floating dredge system only where agreed as per Section M. Hovercrafts are excluded.

B2.3 Machinery refers to: Main propulsion unit including gearing, shaft and propeller, auxiliary engines and sets, power generation, conversion and storage systems, deck machinery including shipboard cranes with the corresponding equipment and pumps.

Not included are pipework and the corresponding fittings, storage and service tanks and the corresponding equipment.

B2.4 Appurtenances refers to moveable objects that, while not being part of the vessel, are intended to be used for operating the vessel and that are permanently located on the vessel, in particular inventory and furnishings.

Appurtenances are included in the insurance even if they are not the property of the Insured.

B2.5 Installations and equipment refers to the consumable objects required for operating the vessel.

B3 Scope of cover

B3.1 Insured risks, expenses and costs

B3.1.1 The Insurer will indemnify against loss of or damage to the insured vessel caused by

- shipping accidents;
- fire, lightning, explosion;
- act of god;
- storms;
- burglary, robbery, vandalism.

B3.1.2 Furthermore, pursuant to Clause B.3.1.1 the Insurer will indemnify for loss of or damage to

- the insured vessel while it is in a dock, building berth or on a slipway;
- parts of the insured vessel or its appurtenances that have been temporarily removed from the vessel. Any pre-existing insurance takes precedence over this insurance.

B3.1.3 The Insurer will further indemnify for costs, expenses, contributions and sacrifices pursuant to Clauses B4, B5, B6, A4.2.4 to A4.2.6.

B3.1.4 The Insurer will also indemnify against loss of or damage to the insured vessel caused

by loading or unloading licensed motor vehicles transported on the vessel that are not the subject matter of a transport agreement and of appurtenances or installations and equipment by means of a shipboard crane.

B3.2 Uninsured risks and excluded loss/damage

The Insurer will not indemnify against any loss of or damage to the insured vessel arising from the risks, losses and damages excluded from cover pursuant to Clause A4.3 and Clause A4.4. Furthermore, the Insurer will not indemnify against any loss of or damage to the insured vessel caused

B3.2.1 because the insured vessel is not fit for inland navigation, in particular because the vessel

- is not properly equipped, manned or loaded;
- does not have the required papers, in particular does not have, where this is required, a valid certificate by the Dezernat Technische Schiffssicherheit (Schiffsuntersuchungskommission) or a comparable licencing body in another state or
- has not been issued a class by a classification society.

This does not apply if the Insured is not responsible for the lack of fitness to sail.

B3.2.2 by navigating through solid ice (forcing the vessel through ice) unless this serves to rescue the vessel and cargo pursuant to Clause B4.2.2;

B3.2.3 by ice to the shaft, stern bush or propeller unless the loss or damage was caused by navigating through solid ice (forcing the vessel through ice) in order to rescue the vessel and cargo pursuant to Clause B4.2.2;

B3.2.4 by operating errors affecting the machinery within the meaning of Clause B2.3 where the effect thereof remains limited to the machinery in question;

B3.2.5 by ordinary wear and tear or through age, rust or any type of corrosion or cavitation.

B4 General-average

B4.1 The Insurer will indemnify for contributions the Insured is obliged to make towards general-average. The Insurer's liability for contributions to general average is determined by the general-average adjustment initiated by law and approved by the competent review body. Average adjustment as per the General Average Rules IVR rules is deemed to comply with the law.

B4.2 The Insurer will also indemnify under the rules on general-average for

B4.2.1 winter and wintering costs as per Rule XXII General Average Rules IVR, except for the cost of guarding the vessel;

B4.2.2 loss or damage incurred in saving the vessel and cargo when entering or leaving a port closed due to ice or in navigating through solid ice (forcing the vessel through ice).

B4.3 If the vessel carries only the Insured's cargo, the provisions for general-average and General Average Rules IVR with the exception of Rule IX (Interest) and Rule XVII (Cash deposits) apply.

B4.4 However, the Insurer will only indemnify to the extent that a loss or damage insured under Clause B3.1.1 is to be averted by the general-average measure.

B5 Sacrifice

B5.1 The Insurer will indemnify for the sacrifice of insured objects in accordance with the provisions on partial losses/damages pursuant to Clause B8.

B5.2 The claim to any remuneration the Insured is entitled to under general-average is passed to the Insurer as soon as it arises.

The Insurer must, however, submit any excess amount to the Insured if the remuneration exceeds the indemnification and the requisite expenses.

B6 Acts of a sovereign power in case of pollution of bodies of water

B6.1 The Insurer will indemnify against loss of or damage to the insured vessel caused by measures of a state office initiating an act of sovereign power in order to avert the threat of a pollution of bodies of water or to mitigate such pollution if it has already occurred.

B6.2 Insurance cover under Clause B6.1 is conditional on

B6.2.1 the event that has caused or might cause pollution of bodies of water being the consequence of an insured risk, and

B6.2.2 the measure of the state office not having been culpably caused by the Insured.

B7 Carrying out repairs

B7.1 Any loss or damage must be repaired without delay after having been ascertained in accordance with Clause A13. The repair may be deferred if the insured vessel's fitness for inland navigation is not impaired.

B7.2 The Insurer is entitled to supervise the repairs itself or to commission an expert to supervise them.

B7.3 The Insurer will not indemnify for any additional costs caused by delayed repair.

B7.4 The Insurer will further not indemnify for additional damage caused by the fact that the loss or damage was not repaired without delay.

B8 Partial loss or damage

B8.1 The loss/damage assessment is relevant to calculating the amount of the loss/damage unless the actual repair costs as per the invoices are lower.

B8.2 The following amounts must be deducted from the loss/damage amount:

- the "new for old" deduction agreed in the insurance policy under Clause A5.5
- the proceeds for or value of parts that still exist but are or are to be replaced by new parts.

B8.3 The invoices for the repair costs must be submitted to the Insurer; the invoices must take account of any and all returns, discounts or other rebates that have been granted.

B8.4 The Insured may declare vis-à-vis the Insurer directly after the loss/damage has been ascertained that the Insured has important reasons not to have the insured vessel repaired. Important reasons also include sale or scrapping. In this case, the indemnity payable by the Insurer is based on the difference between the market value (Clause A9.2) or, where agreed under Clause B11.4, the present value (Clause B11.5) of the insured

vessel before and after the loss/damage and is capped by the amount as per the loss/damage assessment.

- B8.5 The Insured's claim to indemnification for a past damage/loss event is forfeited to the extent that the loss/damage has not yet been repaired when a total loss, unworthiness or unfitness of the insured vessel for repair occurs.

B9 Total loss

- B9.1 Total loss of the insured vessel is deemed to have occurred if the vessel is seized from the Insured without prospect of return, in particular, has sunk without trace, or its original state has been destroyed.
- B9.2 In case of total loss of the insured vessel, the Insurer will indemnify the insured value to the extent that this does not exceed the sum insured as per Clause B11. The value of any property salvaged prior to payment of the sum insured and any compensation otherwise received to settle the loss/damage must, however, be deducted from the Insurer's payment. If the Insurer and the Insured cannot reach an agreement on the value of the salvaged property, the Insurer is entitled to request that the value of the goods be ascertained by public auction.
- B9.3 The Insurer is entitled to choose whether the Insured's rights to the insured vessel are to pass to the Insurer. If the Insurer does not exercise this right by the time the loss/damage is acknowledged, the rights do not pass over.

B10 Vessel beyond or unworthy of repair

- B10.1 The insured vessel is
- B10.1.1 "beyond repair" if it can neither be repaired at its current location nor be moved to a location where repair would be possible;
- B10.1.2 "unworthy of repair" if the repair costs without the "new for old" deduction, including any salvage remuneration and the cost of moving the ship to a repair yard, exceed the insured value.
- B10.2 An insured vessel beyond repair or unworthy of repair is considered equal to a total loss.

B11 Sum insured, underinsurance, insured value

- B11.1 The sum insured agreed in the insurance policy for the hull insurance applies.
- B11.2 The sum insured should equal the market value unless it has been agreed as per Clause B11.4 that the present value is the sum insured. If it is lower than the insured value, the Insurer will indemnify the loss/damage only in the proportion of the sum insured to the insured value. This also applies to indemnification pursuant to Clause B8 and contributions to general-average pursuant to Clause B4.
- B11.3 The Insurer's indemnification for loss of or damage to the insured vessel and contributions to general-average caused by a damage/loss event are capped by the sum insured.
- B11.4 The parties may agree in deviation from Clause A9.1 that the insured value is the present value of the insured vessel at the start of the respective current policy year.
- B11.5 The present value is defined as the value as new of the insured item, less an amount that is calculated considering its age and operating condition, in particular wear and tear and maintenance, the use and utilisation, as well as the average technical useful life and

lifespan.

B12 Abandonment

- B12.1 Following an insured event, the Insurer is entitled to discharge itself from all further liabilities by paying the sum insured. The Insurer nonetheless remains obliged to indemnify the Insured for the cost of averting or mitigating, ascertaining and assessing the loss/damage or for repairing or replacing the insured vessel incurred before the Insured was notified of the Insurer's intention to discharge itself from liability by paying the sum insured; any costs, however, that are separately covered under the insurance policy remain excluded. The costs the Insured has already become personally obliged to pay are treated equal to the cost incurred.
- B12.2 The Insurer's right to discharge itself from liability by paying the sum insured ceases if the Insured does not receive notification of this intent within one week of the Insurer becoming aware of the insured event and its direct consequences.

Section C Insurance of third-party liability claims

C1 Basis of the insurance

The provisions in Section A of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section C below.

C2 Subject matter of the insurance

The Insurer will also provide insurance cover to the Insured where the latter is obliged to compensate a third party for property loss or damage under statutory provisions if the loss or damage was caused by moving the vessel insured as per clause B2.1 or by navigational measures directly connected with participating in shipping traffic.

C3 Scope of cover

C3.1 The Insurer's liability extends to

- investigating the matter of liability;
- indemnifying against any compensation the Insured is required to pay on the grounds of any admission given or approved by the Insurer, of any out-of-court settlement concluded or approved by the Insurer, or any judicial ruling;
- defending against unfounded third-party claims.

C3.2 In the case of an insured event, the Insured must observe the instructions of the Insurer.

C3.3 If the Insured becomes involved in a legal dispute with an injured party or the latter's legal successor over a claim arising out of an insured event, the Insurer will conduct the defence in the Insured's name at the Insurer's own cost.

C3.4 The Insurer is authorised to issue, in the name of the Insured, any statements which the Insurer considers appropriate to settle or defend against the claim.

C3.5 If the amount of a third-party liability claim exceeds the sum insured as per Clause C4.2, the Insurer is only obliged to pay the proportion of the legal costs that corresponds to the proportion of the sum insured to the total amount of the claims. The same applies to legal disputes in which third-party liability claims are made for which no insurance cover exists.

C3.6 The insurance cover does not apply to liability claims

C3.6.1 on the grounds of loss or damage caused by

- the release of liquid or gaseous substances and chemicals,
- other hazardous goods within the meaning of Section 5 h (1) sentence 3 of the German Inland Waterway Vessels Act (BinSchG),

unless this loss or damage was suffered by another vessel or the property on board as a proximate cause of a collision between the insured vessel and such other vessel;

C3.6.2 on the grounds of other environmental damage to nature and landscape within the meaning of Section 1 of the German Federal Nature Conservation Act (BNatSchG) or other environmental damage as per the German Environmental Damage Act (USchadG) or other national implementation laws based on the EU Environmental Liability Directive (2004/35/EC). This also applies if a claim is made against the Insured by a third party for reimbursement of the costs incurred as a result of such damage to the environment on the basis of statutory liability provisions under private law.

C3.6.3 on the grounds of loss of or damage to property on board the insured vessel. This also

applies to property on board a unit which, together with the insured vessel, forms a tug and tow, a push tow or a convoy of permanently coupled vessels with their own propulsion power. This exclusion does not apply to liability claims for loss of or damage to the unit itself which forms a convoy with the insured vessel.

C3.7 In the event of a collision between vessels belonging to the same Insured, each vessel or its Insurer shall bear its own loss or damage.

C3.8 The exclusions pursuant to Clause A4.3 and Clause B3.2 remain unaffected.

C4 Sum insured

C4.1 The sum insured agreed in the insurance policy for liability to third parties applies.

C4.2 The sum insured shall be based on the liability of the Insured in its capacity as the owner, charterer or Chandler of the insured vessel in accordance with statutory provisions.

Section D Insurance of wreck removal (where agreed)

D1 Basis of the insurance

The provisions in Section A of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section D below.

D2 Subject matter of the insurance

D2.1 The Insurer will indemnify for the cost incurred, as a consequence of an indemnifiable hull damage in accordance with the provisions in Section B, for wreck removal if a state or competent authority requests on the basis of statutory provisions that the damaged insured vessel be lifted, removed or destroyed or if said state or authority carries out such work itself or has it carried out by a third party at the Insured's cost.

D2.2 Where agreed, the Insurer will also indemnify for the cost incurred, as a consequence of an indemnifiable hull damage in accordance with the provisions in Section B, for wreck removal if an authorised third party asserts a statutory claim to remove the wreck or asserts a claim for the costs associated therewith against the Insured.

D3 Scope of cover

D3.1 The Insurer will not indemnify against any costs incurred with regard to the cargo during wreck removal. This applies, in particular, to the cost of salvaging or removing and of preventing damage to the environment.

D3.2 Claims under Clause A20 take precedence over this cover.

D4 Sum insured

The sum insured agreed in the insurance policy for wreck removal applies.

Section E Extended cover for loss of or damage to machinery (where agreed)

E1 Basis of the insurance

The provisions in Section A and Section B of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section E below.

E2 Subject-matter insured

The machinery as per Clause B2.3 of the insured vessel is insured.

E3 Scope of cover

E3.1 The Insurer will indemnify against any unforeseen damage to or destruction suffered by the insured machinery arising from

- risks insured under Clause B3.1.1
- latent defects resulting from errors or faults in materials or manufacturing
- errors or defects in construction
- breakage of the vessel's shaft
- operating errors or inaptness of the crew
- the fault of a third party
- short circuits; overload current or overvoltage
- failure of measurement, control or safety devices
- lack of water, oil, or lubricants
- breakage caused by centrifugal force
- overpressure or underpressure.

E3.2 Unforeseen damage is defined as damage/loss the Insured or its representatives as per Clause A2.4 did not foresee in due time and, based on the expert knowledge required for the operational tasks, could not have foreseen. Only gross negligence releases the Insurer from its liability in this respect.

E4 Uninsured risks and loss/damage

E4.1 The Insurer will not indemnify for

E4.1.1 the defective parts themselves,

E4.1.2 loss or damage resulting from the intentional or grossly negligent conduct of the Insured or its representatives,

E4.1.3 loss or damage resulting from gross neglect, in particular from non-compliance with the manufacturer's maintenance and control regulations,

E4.1.4 loss or damage for which the Insured can claim compensation from third parties on the basis of statutory or contractual provisions,

E4.1.5 loss or damage resulting from defects that were already present upon inception of the policy and that should have been known to the Insured or its representatives as per Clause A2.4, whereby only grossly negligent conduct releases the Insurer from its liability in this respect,

E4.1.6 loss or damage caused by the use of an object where the Insured or its representatives

should have known that it was in need of repair,

E4.1.7 usual operational wear and tear and premature operational wear and tear,

E4.1.8 loss or damage for which a third party is liable in its capacity as a supplier (manufacturer or dealer) or contractor in the scope of a repair or maintenance contract.

If the third party contests its liability, the Insurer will initially indemnify. If it is established after the indemnity has been paid that the third party is liable for the damage and if the third party contests such liability, the Insured will initially be entitled to keep the indemnity paid.

The transfer of the Insured's compensation claims against a third party does not apply in these cases to the extent that the Insurer will indemnify for the loss/damage. The Insured is obliged to assert its claim out of court and, where required, before the courts at the Insurer's cost and in accordance with the Insurer's instructions.

The compensation must be paid back if the Insured fails to follow an instruction by the Insurer and to the extent that the third party compensates the Insured.

E4.2 The exclusions under Clauses A4.3 and B3.2 also apply.

E5 Indemnification

E5.1 The Insurer will indemnify,

E5.1.1 in case of partial loss or damage, the cost of repairing the machinery to the condition directly before the damage/loss event occurred.

A partial loss or damage is a loss/damage where the cost of repair or replacement does not exceed the present value of the insured machinery directly before the insured event occurred. The present value is defined as the value as new of the insured item, less an amount that is calculated considering its age and operating condition, in particular wear and tear and maintenance, the use and utilisation, as well as the average technical useful life and lifespan.

E5.1.2 in case of total loss, the present value of the insured machinery directly before the damage/loss event occurred.

Total loss is deemed to have occurred where

- the cost of repair or replacement exceeds the present value of the insured machinery (economic total loss) or
- the insured machinery cannot be repaired (technical total loss).

When determining the present value, the main engine and the gearing are deemed to be two separate construction units.

E5.2 The following will be deducted from the cost of the loss/damage:

E5.2.1 for the increase in value of cylinder heads, cylinder liners, one-piece pistons, piston bottoms or piston rings of reciprocating engines, ... percent per year since they were manufactured, but no more than ... percent; Clause A5.5 remains unaffected in all other respects.

E5.2.2 any residual values that might remain.

E5.3 The Insurer will not indemnify for

- E5.3.1 the cost of overhaul or other measures that would also have been required irrespective of the insured event;
- E5.3.2 additional costs incurred in carrying out alterations or improvements that go beyond the actual repair.

Where a construction unit, e.g. engine, gearing or a component is replaced although it in all probability includes undamaged parts in addition to the damaged parts, the indemnity is also reduced accordingly.

Where damaged parts are renewed although they could have been repaired without jeopardising operational safety, the Insurer will indemnify for the cost required for repairing the damaged parts, but no more than the cost spent on renewing the parts.

- E5.4 Indemnification is only paid for consumables in the context of Section E if the damage, destruction or loss was suffered as a result of a covered loss of or damage to the insured machinery.

E6 Insured value

- E6.1 The insured value is the present value of the insured machinery.
- E6.2 The present value is defined as the value as new of the insured item, less an amount that is calculated considering its age and operating condition, in particular wear and tear and maintenance, the use and utilisation, as well as the average technical useful life and lifespan.

E7 Machinery deductible

- E7.1 The Insured must bear a deductible for loss of or damage to machinery as agreed separately in the insurance policy.
- E7.2 The deductible for loss of or damage to machinery is applied irrespective of whether the cause of the damage to or destruction of the machinery is a risk insured under Clause B3.1.1 or another risk insured under Clause E3.1.
- E7.3 The deductible for loss of or damage to machinery applies in addition to the deductible as per Clause A5.1.

Section F Extended cover for loss of or damage to electronic and electrotechnical systems and equipment (where agreed)

F1 Basis of the insurance

The provisions in Section A and Section B of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section F below.

F2 Subject-matter insured

F2.1 Insured items

F2.1.1 The insurance covers operational electronic and electrotechnical systems and equipment that are permanently installed (immovable) on the insured vessel.

F2.1.2 Movable operational electronic and electrotechnical systems and equipment of the insured vessel are insured, provided they are intended to be used directly for the operation of the vessel.

F2.1.3 The insured items include bridge equipment, navigation equipment, radar systems, control technology, machinery monitoring, cargo monitoring, communication and information technology, other on-board electronics and entertainment electronics.

F2.1.4 An item is deemed operational as soon as it is either ready to be used or is in operation after completion of testing and, where applicable, after completion of trial operation. The insurance cover is not suspended if operational readiness is subsequently interrupted. This also applies during disassembly or reassembly.

F2.1.5 By separate agreement between the parties, movable operational electronic and electrotechnical systems and equipment normally carried on board the insured vessel, which are not intended to be used directly for the operation of the vessel, can also be insured.

F2.2 Uninsured items

F2.2.1 The insurance does not cover:

- removable storage devices,
- tools of any type whatsoever,
- accumulator batteries,
- other parts, which experience has shown must be replaced several times during the lifespan of the insured items,
- systems and equipment for which the Insured does not bear the risk, e.g. because it was released from liability in the case of rented property,
- vehicles and aerial vehicles of any type whatsoever.

F2.2.2 Data (digital machine-readable information) does not classify as insured item within the meaning of the provisions of Section F. This also includes software and programs.

F3 Place of insurance

Insurance cover is only provided on board the insured vessel.

F4 Scope of cover

F4.1 The Insurer will indemnify against any unforeseen damage to or destruction of the insured

items as per Clause F2, especially those arising from:

- risks insured under Clause B3.1.1
- operating errors or inaptness of the crew
- the fault of a third party
- defects in construction, material or workmanship
- overvoltage, overload current or short circuit
- failure of measurement, control or safety devices
- water, humidity.

F4.2 Unforeseen damage is defined as damage/loss the Insured or its representatives as per Clause A2.4 did not foresee in due time and, based on the expert knowledge required for the operational tasks, could not have foreseen. Only gross negligence releases the Insurer from its liability in this respect.

F5 Indemnification

F5.1 Cost of repair or replacement

F5.1.1 In an insured event, a distinction is made between partial loss/damage and total loss.

F5.1.2 Partial loss/damage is deemed to exist if the cost of repair or replacement plus the value of the old material do not exceed the present value of the insured item.

F5.1.3 If the cost of repair or replacement is higher than the present value, the insured item is deemed to be a total loss.

F5.1.4 The present value is defined as the value as new of the insured item, less an amount that is calculated considering its age and operating condition, in particular wear and tear and maintenance, the use and utilisation, as well as the average technical useful life and lifespan.

F5.1.5 If subject-matter insured is listed in different line items, these are not considered to be a single item even if they belong together from an economic viewpoint.

F5.1.6 If subject-matter insured is listed as a collective item, this is not considered to be a single item if individual items can be used independently.

F5.2 Partial loss or damage

F5.2.1 All expenses required to repair the insured item to the previous, operational condition less the value of the old material will be indemnified.

F5.2.2 A deduction from the repair or replacement costs in the amount of the increase in value is made for auxiliary and operating materials, consumables and work equipment, tools of any type whatsoever, accumulator batteries and other parts which experience has shown must be replaced several times during the lifespan of the insured item, to the extent that these parts are destroyed or damaged when repairing or replacing the insured item.

F5.2.3 The Insurer will not indemnify for:

(a) the cost of overhaul or other measures that would also have been required irrespective of the insured event;

(b) additional costs incurred in carrying out alterations or improvements that go beyond the actual replacement/repair;

(c) costs of replacement/repair undertaken by the Insured itself, to the extent that these costs would not have been incurred if the work had been carried out by a third party;

(d) additional costs caused by provisional or preliminary replacement/repair;

(e) costs for work which, although necessary for the replacement/repair, is not carried out on the insured item itself.

F5.3 Total loss

F5.3.1 The present value directly before the insured event occurred.

F5.4 Indemnification of value as new

By way of derogation from Clauses F5.2 and F5.3, the value as new less the value of the old material will be indemnified under the following conditions:

(a) the spare parts manufactured as standard for the replacement/repair (partial loss or damage) of the insured item can still be procured

and

(b) the insured items are replaced/repared (partial loss or damage) or reacquired (total loss).

F6 Insured value

F6.1 The insured value is the value as new of the insured electronic and electrotechnical systems and equipment.

F6.2 The value as new is the purchase or delivery price of the insured item in brand new condition plus the cost of procurement. Cost of procurement includes freight, customs duties, fees, taxes and costs for assembly, storage, and packaging.

F7 Deductible

F7.1 The Insured must bear a deductible for loss of or damage to electronic and electrotechnical systems and equipment as agreed separately in the insurance policy.

F7.2 The deductible for loss of or damage to electronic and electrotechnical systems and equipment is applied irrespective of whether the cause of the damage to or destruction of the insured item is a risk insured under Clause B3.1.1 or another risk insured under Clause F4.1.

F7.3 If no deductible has been agreed for loss of or damage to electronic and electrotechnical systems and equipment, the deductible as per section A5.1 applies to damage to electronic and electrotechnical systems and equipment.

Section G Extended cover for loss or damage caused by pipe water (where agreed)

G1 Basis of the insurance

The provisions in Section A and Section B of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section G below.

G2 Scope of cover

G2.1 In addition to Clause B3.1.1, the Insurer will indemnify against damage to the insured vessel caused by pipe water.

G2.2 Pipe water is water that has leaked out of permanently installed supply and discharge pipes on board the vessel, from other water supply equipment permanently connected to the piping system, from the hot water and steam heating systems and/or the air conditioning system.

Supply and discharge pipes (shore connections) outside the vessel are not insured.

G3 Uninsured risks and loss/damage

G3.1 Irrespective of contributory causes, the insurance cover does not extend to damage or loss caused by

- fungus;
- backflow;
- shore-side supply and discharge pipes that are not turned off.

G3.2 The insurance does not cover:

- loss of or damage to equipment and fittings connected to the pipe itself, with the exception of frost damage
- damage caused by blockages in the discharge pipes.

G4 Further obligations of the Insured before an insured event occurs

G4.1 It must be ensured that an unused insured vessel is regularly inspected at all times of the year and that all water-bearing systems and equipment are turned off, drained and kept empty.

G4.2 During the cold season (generally from 1 October to 30 March), the insured vessel and its parts must be heated and this must be checked regularly or all water-bearing systems and equipment must be turned off, drained and kept drained.

Section H Insurance of damage caused by cargo and damage to the coating (where agreed)

H1 Basis of the insurance

The provisions in Section A and Section B of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section H below.

H2 Scope of cover

H2.1 Damage caused by cargo during loading or unloading

The insurer will indemnify against damage to the insured vessel caused by cargo during loading or unloading of the insured vessel.

H2.2 Damage to the coating

H2.2.1 The parties may agree that damage to the coating in cargo tanks of the insured vessel caused by non-coating specific cargo is insured.

H2.2.2 The Insurer will not indemnify for

- damage to the coating in cargo tanks of the insured vessel that was already present when the insurance commenced
- usual operational wear and tear and premature operational wear and tear.

H3 Further obligations of the Insured before an insured event occurs

H3.1 The following applies to tank vessels in addition to Clause A11.1:

The Insured must load, carry, unload and otherwise handle the cargo at least in accordance with the requirements applicable to carriers concerning loading, carriage, unloading and other handling of cargo in Chapter 7.2.4 of the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways of May 26, 2000 (ADN 2021), as amended.

H3.2 In the event of a breach of these obligations, Clause A11.3.1 applies.

H4 Deductible

H4.1 For damage caused by cargo during loading or unloading as per Clause H2.1, the deductible in accordance with Clause A5.1 applies.

H4.2 For damage to the coating in cargo tanks caused by non-coating specific cargo as per Clause H2.2.1, the deductible agreed separately in the insurance policy applies as a percentage of the claim amount per each year or part thereof that passed after the damaged coating was applied, up to a maximum of a further percentage to be agreed. However, at least the deductible as per Clause A5.1 applies.

Section I Insurance of motor vehicles carried on the vessel (where agreed)

I1 Basis of the insurance

The provisions in Section A and Section B of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section I below.

I2 Subject-matter insured

The insurance covers registered motor vehicles of the vessel owner or crew on board the insured vessel to the extent that they are listed in the insurance policy.

I3 Scope of cover

I3.1 Insured risks and indemnifiable loss/damage

I3.1.1 The insurance covers loss, damage and costs caused by a shipping accident, fire, lightning, explosion, act of god, storm, burglary, robbery or vandalism.

I3.1.2 The insurance further covers any loss of or damage to the motor vehicle itself while being loaded or unloaded, set down or lifted onto or from the vessel by means of a crane.

I3.1.3 This includes loss of or damage to the vehicle caused by falling from the lifting accessories suitable for vehicle transport or by hitting or colliding with objects on board or on shore.

I3.1.4 This includes loss or damage arising where, during the usual loading or unloading of the vessel, objects drop onto the vehicle from a hoisted cargo or if the motor vehicle is damaged by the crane or crane boom.

I3.2 Non-indemnifiable loss/damage

Damage to paint work, scratches, scrapes and glass damage as well as contortion or denting the motor vehicle is not indemnifiable unless it was caused by one of the events specified in Clause I3.1.1.

I4 Sum insured, present value

I4.1 The sum insured agreed in the insurance policy for motor vehicles carried on the vessel applies.

I4.2 The sum insured shall correspond to the insured motor vehicles' respective present value.

I4.3 The present value is defined as the value as new of the insured item, less an amount that is calculated considering its age and operating condition, in particular wear and tear and maintenance, the use and utilisation, as well as the average technical useful life and lifespan.

I4.4 The Insurer will indemnify against loss of or damage to the insured motor vehicle, against salvage and clean-up costs and damage compensation to third parties, separately for each case, up to the amount of the sums insured as specified in Clauses I5, I6, I7. The sums insured cannot be balanced with each other.

I5 Indemnification

I5.1 The Insurer will indemnify up to the respective present value of the individual motor

vehicle insured, capped at the sum insured.

I6 Salvage and clean-up costs

Salvage and clean-up costs are additionally included in the cover beyond the present value of the motor vehicle up to the sum insured agreed in the insurance policy for motor vehicles carried on the vessel as per Clause I4.

I7 Compensation claims by third parties

17.1 The Insurer will cover the Insured up to the sum agreed in the insurance policy for the motor vehicle carried on the vessel as per Clause I4 if the Insured is obliged to compensate a third party for property loss or damage under statutory provisions where the loss or damage arose while loading or unloading the motor vehicle carried on the vessel.

17.2 The insurance does not cover liability claims as per Clauses C3.6.1, C3.6.2 and C3.6.3.

17.3 The exclusions pursuant to Clause A4.3 and Clause B3.2 remain unaffected.

I8 Legal consequences of a breach of obligation

18.1 Where the Insured intentionally breaches an obligation, the Insurer will be discharged from liability. In case of grossly negligent breach of obligation, the Insurer is entitled to reduce its indemnification in proportion to the Insured's degree of fault.

18.2 If the Insured breaches an obligation to provide information or clarification arising after the insured event occurs, the Insurer is only released fully or partially from the obligation to indemnify if it informed the Insured of this legal consequence in a separate notification in text form (within the meaning of section 126b German Civil Code (BGB)) (e.g. email, facsimile, letter).

18.3 The Insurer remains obliged to indemnify if the Insured can prove that it did not act with gross negligence in breaching the obligation. This also applies if the Insured can prove that the breach of the obligation was neither the cause of the occurrence or ascertainment of the insured event nor of the assessment or scope of the Insurer's obligations to indemnify. This does not apply if the Insured fraudulently breached the obligation.

I9 Causing the insured event

19.1 Where the Insured or crew members whose motor vehicles are insured under Clause I2 intentionally cause the insured event, the Insurer will be discharged from liability.

19.2 Where the Insured or one of the crew whose motor vehicles are insured under Clause I2 cause the insured event by a grossly negligent act, the Insurer is entitled to reduce its indemnification in proportion to the degree of fault.

19.3 Where the Insured or crew members whose motor vehicles are insured under Clause I2 make fraudulent misrepresentations while the loss/damage is investigated, the Insurer will be discharged from liability.

I10 Deductible

The Insured must bear a deductible for loss of or damage to the motor vehicles carried on the vessel as agreed separately in the insurance policy.

Section J Insurance of household items and personal belongings (personal effects) (where agreed)

J1 Basis of the insurance

The provisions in Section A of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section J below.

J2 Subject-matter insured

- J2.1 The insurance covers household items, provided that they are not permanently installed and thus a part of the vessel, as well as personal belongings, including electronic devices for private use.
- J2.2 The insurance does not cover money, securities, bankbooks, certificates, precious metals, unmounted gemstones, pearls and objects of a primarily artistic or collector's value.
- J2.3 Jewellery and objects made from precious metals are only insured up to the sum agreed in the insurance policy.
- J2.4 The insurance does not cover motor vehicles of any type whatsoever, except for e-bikes and e-scooters.

J3 Place of insurance

- J3.1 Insurance cover is only provided as long as the insured objects are on board the vessel named in the insurance policy.

J4 Scope of cover

- J4.1 The Insurer will indemnify against loss of or damage to the insured items under Clause J2 caused by
- shipping accidents,
 - fire, lightning, explosion,
 - act of god,
 - storms,
 - burglary, robbery, vandalism,
 - pipe water.

J5 Investigation and ascertainment of the loss/damage

In deviation from Clause A20, the Insurer will not indemnify against costs incurred in investigating the loss/damage for which the Insurer is liable and for the cost of ascertaining and assessing the loss/damage.

J6 Sum insured, insured value

- J6.1 The sum insured agreed in the insurance policy for household items and personal belongings applies.
- J6.2 The sum insured shall correspond to the insured value.
- J6.3 The insured value corresponds to the replacement price, thereby taking into account the

reduction in value resulting from the difference between old and new.

- J6.4 The parties may agree that the loss of or damage to insured items under Clause J2 is indemnified on a first-loss basis.

J7 Indemnification, underinsurance

- J7.1 If subject-matter insured is destroyed or lost, the insured value (Clause J6.3) at the time the insured event occurs is indemnified.

- J7.2 If a subject-matter insured is damaged, the repair or replacement costs at the time the insured event occurs are indemnified, capped at the insured value. Where the repair or replacement leads to an increase in the entire item's value, the additional value is deducted from the repair costs.

- J7.3 The loss/damage assessed in accordance with Clause J7.1 or Clause J7.2 is only fully replaced if the sum insured corresponds at least to the insured value (Clause J6.3). If the sum insured is lower than the insured value at the time the insured event occurs (underinsurance), only that part of the entire loss or damage will be indemnified that corresponds to the ratio of the sum insured to the insured value.

J8 Deductible

The Insured must bear a deductible for loss of or damage to household items and personal belongings as agreed separately in the insurance policy.

J9 Obligations when an insured event occurs

J9.1 Obligations

The Insured or crew members whose belongings are insured have the following obligations when an insured event occurs and a claim is made:

- J9.1.1 to inform the Insurer of each damage/loss event without undue delay

- J9.1.2 to avert and mitigate the loss/damage and, if circumstances allow, to obtain the Insurer's instructions.

Without prejudice to the obligation to indemnify, the Insurer is entitled to initiate measures to avert and mitigate the loss/damage itself. The cost and loss/damage resulting therefrom is born by the Insurer.

- J9.1.3 to provide the Insurer with any information that is required to ascertain the loss/damage or to assess the scope of the liability thereunder. The Insured is obliged to procure and safeguard all evidence that might be of relevance to the subsequent clarification of events leading up to the loss or the question of fault, or which might be necessary for asserting recourse claims and applying for sea protest at the request of the Insurer.

J9.2 Legal consequences of a breach of obligation

- J9.2.1 Where the Insured or a crew member whose belongings are insured under Clause J2 intentionally breaches an obligation, the Insurer will be discharged from liability. In case of grossly negligent breach of obligation, the Insurer is entitled to reduce its indemnification in proportion to the Insured's degree of fault.

- J9.2.2 If the Insured breaches an obligation to provide information or clarification arising after

the insured event occurs, the Insurer is only released fully or partially from the obligation to indemnify if it informed the Insured of this legal consequence in a separate notification in text form (within the meaning of section 126b German Civil Code (BGB) (e.g. email, facsimile, letter).

- J9.2.3 The Insurer remains obliged to indemnify if the Insured can prove that it did not act with gross negligence in breaching the obligation. This also applies if the Insured can prove that the breach of the obligation was neither the cause of the occurrence or ascertainment of the insured event nor of the assessment or scope of the Insurer's obligations to indemnify. This does not apply if the Insured fraudulently breached the obligation.

J10 Causing the insured event

- J10.1 Where the Insured or crew members whose belongings are insured under Clause J2 deliberately cause the insured event, the Insurer will be discharged from liability.
- J10.2 Where the Insured or one of the crew whose belongings are insured under Clause J2 cause the loss/damage by a grossly negligent act, the Insurer is entitled to reduce its indemnification in proportion to the degree of fault.
- J10.3 Where the Insured or crew members whose belongings are insured under Clause J2 make fraudulent misrepresentations while the loss/damage is investigated, the Insurer will be discharged from liability.

Section K Mines clause (where agreed)

K1 Basis of the insurance

The provisions in Section A and Section B of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section K below.

K2 Definitions

The following definitions apply to the insurance in this Section:

- War events: war, civil war and warlike events;
- Weapons of war: mines, torpedoes, ammunition, and other explosive war materials, as well as barriers and obstacles used or erected during a war, civil war, or warlike events.

K3 Scope of cover

K3.1 In addition to the risks insured under Clause B3.1.1, the Insurer will indemnify against loss and damage caused by derelict weapons of war left behind after a war event.

K3.2 The Insurer will not indemnify against loss/damage arising from the use of weapons of war during a war event that has not yet ended.

K3.3 Clause A4.3.3 is not applicable to the extent that it excludes indemnification for loss/damage caused by the presence of derelict weapons of war.

K3.4 Where it has been agreed that Sections I and J apply, the cover under Section K also extends to the motor vehicles insured under Clause I2 and the household items and personal belongings insured under Clause J2.

K4 Termination

K4.1 If the risks named in Clause K3 arise in a certain region, the Insurer may exclude this specific risk from this particular region ("restricted area") by giving 14 days' notice to the Insured. Following this, the Insured may terminate the entire contract with one week's notice in text form (within the meaning of section 126b German Civil Code (BGB)) to the Insurer.

K4.2 The decision by the Leading Insurer to terminate is binding on all other parties involved. Notice of termination given by the Insurer to the broker is deemed to have been given to the Insured.

K5 Rule of evidence

The principle of preponderance of probability applies to this Clause with respect to the cause of the loss.

K6 Special operations

The premiums and terms and conditions for vehicles and equipment deployed in special operations in waters that have not been cleared of the weapons of war described in Clause K2 above will be agreed on a case-by-case basis.

Section L Loss of hire insurance (where agreed)

L1 Basis of the insurance

The provisions in Section A of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section L below.

L2 Insured risks

L2.1 The Insurer will indemnify against loss of income from the insured vessel for the period during which the vessel is unable to earn the full freight or hire due to an indemnifiable loss or damage.

L2.2 Sections A (General provisions) and B (Hull insurance) apply to determining whether an indemnifiable loss/damage has occurred. Where other Sections have been included in the insurance, the provisions in such Sections also apply to determining whether an indemnifiable loss/damage has occurred.

L2.3 The insurance also covers cases

L2.3.1 where the loss/damage under the other Sections included in the insurance is within the deductibles;

L2.3.2 where the loss of income is a consequence of an event which leads to sacrifices or expenses that can be compensated in accordance with the General Average Rules IVR.

L3 Exclusions

Loss of income is not covered in case of abandonment (Clause B12), total loss (Clause B9) or if the vessel is beyond repair (Clause B10.1.1) or unworthy of repair (Clause B10.1.2).

L4 Sum insured

L4.1 The sum insured agreed in the insurance policy for loss of hire applies. This sum is deemed to be a fixed and undisputable agreed value.

L4.2 In deviation from Clause L4.1 sentence 2, the parties to the insurance contract may agree that the sum insured is not deemed to be a fixed and undisputable agreed value.

L5 Scope of cover

L5.1 The Insurer's liability to indemnify is calculated on the basis of the number of days during which the vessel was unable to generate income and the income lost per day. The Insurer's liability to indemnify sets in at the end of the deductible period in days as agreed in Clause L6.

L5.2 Loss of income is calculated in days, hours, and minutes. Periods during which the loss of income was only partial will be converted into a corresponding number of full days of lost income.

L5.3 The Insurer's liability to indemnify against loss of income from any one case of loss event (maximum sum insured per event) and from the aggregate of all cases of loss events within 12 months after commencement of the insurance contract (maximum sum insured per annum) is limited to the sum insured per day multiplied by the number of days specified in the policy, for each case of loss event and for all cases of loss events within

12 months after the insurance commenced.

- L5.4 The parties may agree that if a loss of income occurs during the period of the insurance contract, the maximum sum insured per annum will automatically be reinstated without prior notice by the Insurer.
- L5.4.1 The Insurer is entitled to demand the payment of a reinstatement premium for the reinstatement of the maximum sum insured per annum. Unless otherwise agreed, the reinstatement premium is a fraction of the annual premium corresponding to the proportion of the sum reinstated to the maximum sum insured per annum.
- L5.4.2 The Insured is at any time entitled to object to the automatic reinstatement of the maximum sum insured per annum.

If the Insured fails to exercise this right, it is obliged to pay the reinstatement premium on a pro-rata basis for the remaining term of the insurance contract beginning from the reinstatement of the maximum sum insured per annum.

If the Insured objects to the automatic reinstatement of the maximum sum insured per annum, it must pay the reinstatement premium on a pro-rata basis for the period from the reinstatement of the maximum sum insured per annum until the receipt of the statement of objection by the Insurer.

- L5.5 Where the parties to the insurance contract agreed in accordance with Clause L4.2 that the sum insured is not deemed to be a fixed and undisputable agreed value, the Insurer's liability to indemnify is calculated based on the amount the vessel would have earned under the contract of carriage or hire after deduction of all expenses.

L6 Deductible

The Insured must bear a deductible in days for the loss of income from the insured vessel as agreed separately in the insurance policy. The Insurer does not provide any cover for loss of income during the deductible period.

L7 Repairs after the end of the insurance contract

The Insurer is only liable to indemnify for loss of income arising from repairs after the end of the respective insurance period if such repairs are commenced within a period of two years after the end of the respective insurance period.

Section M Insurance of floating dredge systems (where agreed)

M1 Basis of the insurance

The provisions in Section A and Section B of the General German Conditions of Insurance for Inland Vessels 2024 (ADB 2024) apply, unless otherwise stipulated in the provisions of Section M below.

M2 Definitions

M2.1 Pursuant to Clause B2.2, “vessel” within the meaning of ADB 2024 and the terms and conditions below refers to floating dredge systems including any permanently installed dredge and suction dredge equipment, conveying equipment, conveyor belts, etc. thereon.

M2.2 “Crew” within the meaning of ADB 2024 and the terms and conditions below refers to the persons entrusted or employed to operate or control the dredge system, irrespective of whether they are gainfully employed by the Insured.

M3 Subject-matter insured

M3.1 The insurance covers the floating dredge system including any permanently installed dredge and suction dredge equipment, conveying equipment, conveyor belts, etc. thereon.

M3.2 Dredge equipment, conveying equipment, conveyor belts, etc. that are not permanently installed on the vessel are only insured if this was expressly agreed in the insurance policy.

M3.3 Barges, working boats, pontoons, etc. that are part of the dredge operations can be included in the insurance to the extent that they are listed separately in the insurance policy.

M3.4 The following applies in addition to Clause B2.2:

At the point where the vessel and the shoreside systems meet, the conveyor belt that is permanently installed on the vessel in accordance with regulations is deemed to be part of the vessel. Conveyor systems that are mounted onshore at both ends are not deemed to be part of the vessel.

M3.5 The following applies in addition to Clause B2.4:

Tools are only included in the insurance if cover thereof was separately agreed.

M4 Territorial scope and trading limits

M4.1 The following applies in addition to Clause A3:

M4.1.1 The territorial scope for the objects insured under Section M is agreed in the insurance policy.

M4.1.2 Voyages outside the trading limits of the territorial scope agreed in the insurance policy are insured only if this was agreed with the Insurer prior to commencing the voyage.

M5 Scope of cover

In addition to Clause B3.1.1, an accident involving the vessel or equipment, damage to

the bucket or the suction head, or the bucket or suction head itself being buried in the ground is also deemed to be a shipping accident, provided the loss/damage was not caused by operational wear and tear.

M6 General-average

Clauses A4.2.1 and B4 (General-average) are deleted.

M7 Uninsured risks and excluded loss/damage

M7.1 The following applies in addition to Clause B3.2.1:

M7.1.1 The insured vessel's fitness for inland navigation also includes the fitness for mooring and buoyancy.

M7.1.2 The insured vessel is also considered unfit for inland navigation if it

- has not been maintained in accordance with the manufacturer's maintenance instructions; or
- has not been properly and professionally moored.

M8 Further obligations of the Insured before an insured event occurs

M8.1 Obligations

M8.1.1 The Insured must take appropriate measures to ensure that the vessel can be moved to a safe location and/or moored in the event of an impending storm (Beaufort wind scale force 8 or higher).

M8.1.2 In this context, the Insured must, in particular, prepare deployment plans that

- are suitable for ensuring the crew can move the vessel to a safe berth and/or moor it safely in the event of an impending storm. If the deployment plan for the insured system itself is prepared by an expert acknowledged by a chamber of industry and commerce, the deployment plan is, in case of doubt, considered suitable,
- contain clear operating instructions and responsibilities for obtaining regular weather forecasts and for the actions required to safely move and/or moor the vessel.

M8.1.3 The Insured must make these deployment plans known to the crew and must work towards the adherence thereto. The Insured must further monitor the suitability of its deployment plans and adherence thereto by means of regular checks and must prove this in case of a loss event.

M8.2 Legal consequences of a breach of obligation

M8.2.1 The legal consequences of a breach of obligation set forth in Clause A11.3.1 apply.

M8.2.2 In addition to Clause A11.3.1, the Insurer may terminate the contract without a notice period within one month of gaining knowledge of the breach.