

**General Conditions  
for the Insurance of Carriers' Liabilities  
Forwarding Agents' Liability  
(ABVH Forwarding Agents 2008)**

**Marine Insurance**

Edition 01.2008

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In these terms and conditions, the insured and all persons involved in the management or supervision of the policyholder's facilities or persons commissioned by the insured shall be considered to be equivalent to the policyholder.

## **Art. 1 Scope**

This insurance policy shall apply to forwarding agents provided they have agreed and work on base of the most recent edition of the general conditions of SPEDLOGSWISS, Swiss Freight Forwarding and Logistics Association.

## **Art. 2 Insured risks**

- 2.1 The liability of the policyholder towards its customer for property and financial loss is insured on the basis of the general conditions of SPEDLOGSWISS, Swiss Freight Forwarding and Logistics Association. Should these become ineffective as a result of a judicial decision, the relevant provisions of the Swiss Code of Obligations shall apply. The insurance cover is valid exclusively for the activities of the forwarding agent specified in the insurance contract as:
- 2.1.1 An agent/intermediary
- 2.1.2 A carrier
- 2.1.2.1 When contracting under its own name, in accordance with the supplementary conditions of the forwarding agents' conditions (ABVH Forwarding Agents 2008) "Carriers' Liability", edition 01.2008
- 2.1.2.2 When issuing its own transportation documents with a delivery obligation in accordance with the supplementary conditions of the forwarding agents' conditions (ABVH Forwarding Agents 2008) "Transportation Documents with a Delivery Obligation", edition 01.2008
- 2.1.2.3 In the case of exclusively European overland transport (except exclusively rail transport), in accordance with the supplementary conditions of the forwarding agents' conditions (ABVH Forwarding Agents 2008) "Carriers' Liability", edition 01.2008
- 2.1.3 Acting only as a warehouse keeper  
For storage (placement in storage, removal from storage, storage, inventory management) in Switzerland and Liechtenstein, on the basis of the most recent edition of the general conditions of SPEDLOGSWISS for Warehousing
- 2.1.4 A shipping agent  
For pure agency work (negotiation of freight contracts for transport by sea or a combination of means of transport) in Switzerland and Liechtenstein, on the basis of the most recent edition of the general conditions of SPEDLOGSWISS for shipping agents
- 2.1.5 A provider of further services  
Claims made directly against the policyholder arising from further services are insured up to a value of CHF 50,000 per loss event and customer or up to a value of CHF 150,000 per insurance year.
- 2.2 If the policyholder concludes contracts that stipulate liability beyond that specified in the most recent edition of the general conditions of SPEDLOGSWISS, this liability shall not be insured unless it has been expressly agreed with AXA.
- 2.3 Customs and excise tax claims made directly against the policyholder by European authorities shall be insured up to a value of CHF 100,000 per loss event and customer or up to a value of CHF 300,000 per insurance year.

## **Art. 3 Insured costs and expenses**

If an insured loss occurs or is imminent, AXA shall bear the costs:

- of the intervention by the parties commissioned to do so by AXA
- of preventing or reducing the loss
- of providing defence against unjustified claims made against the policyholder under the policy.

## **Art. 4 Exclusions**

- 4.1 The consequences of the following shall not be insured:
- Intentional behaviour on the part of the policyholder; in the case of gross negligence, AXA shall be entitled to limit payment by an amount corresponding to the extent of the insured's negligence
  - Intentional behaviour on the part of assistants or subcontractors; in the case of gross negligence, AXA shall be entitled to limit payment by an amount corresponding to the extent of the insured's negligence. AXA shall, however, be fully liable if the policyholder demonstrates that all due care was taken, given the circumstances, to prevent damage being caused by such assistants or subcontractors
  - Incorrect declaration, contravention of import, export or transit provisions or of currency or customs regulations
  - Seizure, removal or withholding by a government, authority or power
  - War
  - Hostilities (e.g. occupation of foreign territories, border incidents)
  - Civil war, revolution, rebellion
  - Preparations for war or warlike acts
  - Explosions or other effects of mines, torpedoes, bombs or other weapons of war
  - Confiscation, requisition, sequestration, removal or withholding by a government, authority or power
  - Strikes, lockouts or unrest (the term unrest is applied to violent or malicious acts committed in the context of insurrection, riots or disturbances, and to the looting that occurs as a result)
  - Terrorism (an act of terrorism is considered to be any type of violent action or threat of violence committed for political, religious, ethnic, ideological or similar purposes. The use of violence or threat to use violence in terrorism is designed to spread fear or terror amongst the population or sections thereof for the purpose of gaining influence over government or state authorities)
  - Nuclear power and radioactivity  
This exclusion does not apply to losses caused by radioisotopes and equipment for the production of ionising rays (used for medical purposes, for example).

- 4.2 The following shall also not be insured:
- Penalties and fines of all kinds
  - Losses in the policyholder's storage locations that may be insured under a business liability, fire, water or burglary insurance policy
  - Losses in other storage locations that are insured under a different insurance policy. This exclusion does not apply to claims of recourse
  - Claims arising from delivery deadline guarantees that were not expressly agreed with AXA.
- 4.3 Claims arising from personal injury are excluded.

**Art. 5**

**Excess of the policyholder**

The policyholder must pay the excess specified in the insurance contract.

