

Questionnaire

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1. Does your country's national law contain rules on marine insurance? If so, are they contained in an act? Please supply a copy of the relevant act.
2. If your country's national law contains rules on marine insurance exclusively in the form of court decisions, what is the shortest summing up of the main rules? Please supply a copy of that document.
3. If your country's national law contains rules on marine insurance in the form of an act, does that act apply to hull insurance only or to cargo insurance only or to both branches?
4. If your country's national law contains an act on marine insurance, please indicate which rules are obligatory. May we assume that all rules which are not obligatory are directory?
5. Has your country's marine insurance market adopted standard insurance conditions (like the English Institute Time Clauses Hulls and Institute Cargo Clauses)? If so, please supply a copy of such conditions.
6. Does your country's national law or, in the absence of such law, do the Standard Insurance Conditions used in your insurance market
 - 6.1. require that the insured has an insurable interest? If so, is it required when entering into the contract of insurance or at a later stage? Has this to be an economic and legal interest?
 - 6.2. result in termination of cover in the event of a breach of a warranty in the policy, regardless of whether the breach of warranty caused the loss which is the subject of the claim? If not, what is the effect of a breach of warranty?

- 6.3. impose upon the insured a duty of disclosure and, if so, only before the commencement of cover or during the currency of cover? If so, what is the nature and extent of that duty and what is the sanction for its violation?
 - 6.4. provide a rule on misconduct of the insured during the period of cover; if so, please outline what is considered misconduct and what is the sanction.
 - 6.5. provide that the insured has to take responsibility for the conduct of others including an insurance broker? If so, for whom?
 - 6.6. provide that either the insured or the insurer or both of them have a duty of good faith? If so, please outline the extent of that duty.
 - 6.7. provide rules on the insured value? if so please state at which time the subject of insurance is to be valued and how.
 - 6.8. allow the insured to increase the risk during the currency of cover with or without informing the insurer and with or without obligation to pay an additional premium?
 - 6.9. provide for exclusions from cover, in particular
 - 6.9.1 for political risks like war, mines, strikes
 - 6.9.2 for nuclear risks
 - 6.9.3 for arrest or detainment by a court or government body
 - 6.9.4 for ordinary wear and tear (or, in cargo insurance, inherent vice)
 - 6.9.5 for inadequate maintenance, fault in design, construction or material
 - 6.9.6 in hull insurance for unseaworthiness, loss of class or in hull or cargo insurance breach of safety regulations,
 - 6.9.7 in hull insurance for change of flag, ownership or management,
 - 6.9.8 for management issues (like non-compliance with the ISM Code)
 - 6.10 provide cover for total or partial loss or damage to the subject matter insured, contribution in general average and expense for ascertaining or averting or reducing loss or damage,
 - 6.11 provide that the insurer is automatically subrogated to any claim against a third party the insured may have because of loss or damage covered or has the insured to assign such claim to the insurer?
7. What is the period of limitation for a claim under a policy.