

A20 – MODEL CLAUSE ON CLAIMS FOR INDEMNITY IN THE USA OR CANADA (INCLUDING DIRECT EXPORTING)

Contrary to the provisions of article 2.5. of the General Conditions, the following provisions apply:

1. This insurance provides worldwide cover. With respect to claims made against the insured based on the laws of the USA or Canada, or based on a decision or judgment given by any court in the USA or Canada, the following applies:
2. Contrary to the provisions of article 2.4.5. of the General Conditions, the deductible also applies to loss mitigation costs, costs of defence and legal assistance and legal interest as referred to in articles 2.4.1. through 2.4.3. of the General Conditions, in respect whereof it is hereby also provided that these are part of the limits of indemnity in respect of any one claim stated on the schedule and will therefore combined with the claim amount not be paid in excess of said limits.
3. Excluded are claims for indemnity of costs and expenses related to the recall, treatment, repair or destruction of property delivered (product recall).
4. Contrary to the provisions of article 18 of the Special Conditions, claims for indemnity of loss related to environmental impairment are excluded.
5. Excluded are claims for indemnity of punitive and/or exemplary damages, or similar damages with a punitive or exemplary character.
6. Excluded is the liability of companies incorporated under the laws of the USA or Canada and/or of natural persons employed by such companies. Company is deemed to include any other body having corporate capacity; such corporate capacity to be assessed according to the applicable law at the location of the registered office. (optional)
7. Contrary to what has been stated on the schedule, the limit of indemnity in respect of any one claim also applies as aggregate limit in respect of any one policy year. (optional, subject to the already applicable retroactive cover)
8. Contrary to the provisions elsewhere in the policy, this cover only applies to property delivered and/or invoiced and/or activities performed and/or invoiced by the insured to or for clients in the USA or Canada on or after [fill in].

*The VNAB model policy conditions and clauses only serve as **model**. They may be adjusted by alterations, additional provisions and/or clauses. VNAB market parties are free to offer other policy conditions to their customers.*

The VNAB is not liable for the application or contents of the model conditions and clauses.

If you're looking for previously published (older) conditions, please contact the VNAB.

The official Dutch title of this clause is: "Modelclause A20 – Aanspraken op schadevergoeding in de Verenigde Staten van Amerika of Canada (inclusief directe export)". The wording is available via the VNAB website., www.vnab.nl.