

A15 – MODEL CLAUSE ON CLAIMS FOR INDEMNITY IN THE USA OR CANADA (EXCLUSION DIRECT EXPORTING)

Supplementary and/or contrary to the provisions of article 2.5 of the General Conditions, the following provisions apply:

1. This insurance provides worldwide cover. However, excluded are claims:
 - based on the laws of the USA or Canada or
 - based on a decision or judgment given by a court in the USA or Canada
 if they arise from
 - property delivered and/or invoiced or
 - activities performed and/or invoiced
 by the insured to or for clients in the USA or Canada.

2. In respect of other claims made against the insured based on the laws of the USA or Canada, or based on a decision or judgment given by a court in the USA or Canada, the following applies:
 - contrary to the provisions of article 2.4 “Additional compensation”, neither the legal interest insofar as it accrues on the part of the compensation the insurers are liable to pay, nor the costs of litigation authorised or demanded by insurers or of legal assistance provided on their instruction, are paid in excess of the limits of indemnity in respect of any one claim or any one policy year.
 - excluded is the liability of the insured for punitive and/or exemplary damages, or similar damages with a punitive or exemplary character.

*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: “Modelclausule A15 - Aanspraken op schadevergoeding in de Verenigde Staten van Amerika of Canada (uitsluiting directe export)”. The wording is available via the VNAB website, www.vnab.nl.