

5/5/2023

SPECIAL CLAUSE FOR INFECTION (A)

1. Notwithstanding Infection Exclusion Clause and Communicable Disease Clause, the Company shall be liable to pay any loss of hire and/or expenses directly or indirectly caused by or contributed to by or arising from any infections or suspected infections which World Health Organization (WHO) declares to constitute a Public Health Emergency of International Concern (PHEIC), subject to the provisions of the Special Clauses for Ship Trade Disruption Insurance and this Clause specified in the Policy. The Deductible and Limit of indemnity stipulated below shall be applied to.

DEDUCTIBLE: THE SUM EQUIVALENT TO THE PERIOD OF 14 DAYS

LIMIT OF INDEMNITY: THE SUM EQUIVALENT TO THE PERIOD OF 30 DAYS IN RESPECT OF ANY ONE ACCIDENT, IN NO CASE SHALL IT BE MORE THAN THE SUM EQUIVALENT TO THE PERIOD OF 30 DAYS IN ALL, EVEN IF TWO OR MORE ACCIDENTS OCCUR.

2. Notwithstanding the above, when WHO lifted the PHEIC status, the Deductible and Limit of indemnity specified in the Policy shall be applied to any loss of hire and/or expenses directly or indirectly caused by or contributed to by or arising from any infections or suspected infections, provided that such loss occurred after the PHEIC status ceased.
3. Notwithstanding the preceding articles, this clause shall not be applicable to any cases where the insured vessel sustains damage, except where the insured vessel comes to be off-hire or where any loss of hire/income and/or expenses are incurred by the Person effecting the insurance or the Assured due to reduction of the transportation ability of the insured vessel until deferred repairs being effected caused by sinking, stranding, grounding, fire, collisions with any external objects or the accidents stipulated in items (2) through (10) of Paragraph 1 of Article 2 of the Special Clauses of Hull Insurance Class No.6.
4. Communicable Disease Clause shall not apply to the contract of insurance attaching this Special Clause.
5. In the event of the whole or a part of any provision of the General Clauses or other Special Clauses being inconsistent with this Special Clause, this Special Clause shall prevail.