

## Coronavirus (COVID-19) - FAQs on Club cover

The global Coronavirus (COVID-19) pandemic has brought about exceptionally challenging trading conditions and the Club is committed to supporting Members through this difficult time.

To this end, the Club has produced the following guidance which addresses some of the most frequently asked questions from our experience to date. The below is not exhaustive, but we hope that it will serve as a helpful guide to Members during these unprecedented times.

### **Q1. Am I covered if a crew member contracts COVID-19 on board?**

If a crew member falls ill or dies whilst serving on board there is cover for the expenses and liabilities incurred by Members.

### **Q2. Am I covered if a crew member contracts COVID-19 en route to join the vessel or on their way home after disembarking?**

Typically Members are liable to their crew during their period of the employment, which in the majority of cases includes travelling to and from the vessel. In this event, there is cover for the expenses and liabilities incurred by Members.

### **Q3. Am I covered if a crew member is quarantined en route to join the vessel or on their way home after disembarking?**

If a crew member is quarantined ashore as a precautionary measure due to state restrictions on travel, the additional expenses are not covered as there has not been an outbreak on the vessel and the crew member is not suffering from the illness. In the event that the crew member falls ill during this period cover will respond in accordance with Q2 above.

### **Q4. Am I covered if a crew member is suspected to have contracted COVID-19 and the vessel deviates to seek medical assistance?**

If a vessel diverts in order to secure the treatment of a crew member who has fallen ill there is cover for the additional fuel, insurance, wages, stores, provisions and port charges incurred as a direct result of the deviation or delay of the vessel.

### **Q5. Am I covered if the vessel is quarantined due to an outbreak of COVID-19 on board?**

P&I cover includes the additional costs and expenses incurred by Members as a direct

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consequence of an outbreak of an infectious disease on board.

However, cover does not respond to the additional expenses incurred by Members if the vessel is quarantined as a precautionary measure by port state control or other relevant authority, i.e. there is not an actual or suspected outbreak on board the vessel.

**Q6. Am I covered if during the sign on/sign off, the substitute crew member(s) arrive on board but the departing crew member(s) are unable to return home due to travel restrictions?**

The additional expenses incurred by Members are not covered unless the departing crews' inability to leave is due to an outbreak of COVID-19 on board the vessel. Cover will continue to respond to Members' normal liabilities towards crew members remaining on board with expired contracts in the usual manner until such time as they are off the vessel and have been repatriated.

**Q7. Am I covered if a crew member contracts COVID-19 on board and, although the vessel is not subject to a quarantine order, the remaining crew members self-quarantine/isolate as a precaution?**

If a crew member has tested positive for COVID-19 this would be accepted as an outbreak on the vessel and the additional costs incurred by Members in following government or specific authorities guidance, e.g. self isolation, will be covered even if a specific quarantine order has not been issued.

**Q8. Am I covered if a passenger falls ill or dies with COVID-19?**

If a passenger falls ill or dies there is cover for the expenses and liabilities incurred by Members as well as the expenses incurred in relation to such illness or death.

**Q9. Am I covered if passengers are quarantined and or repatriated?**

If there has been an outbreak of COVID-19 on board this falls within the definition of a 'casualty' to the insured vessel and Members liability arising under the conditions of carriage are covered, including the cost of repatriating passengers and claims for compensation.

**Q10. Am I covered if the delivery of cargo is delayed due to port restrictions or quarantine due to COVID-19?**

Members cover for cargo liabilities continues but since 'quarantine restrictions' is an excepted peril under the Hague Visby Rules, there should be no liability for loss or damage resulting from the delay.

**Q11. Am I covered if the vessel is forced to deviate from the contractually agreed discharge port?**

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If the intended port of delivery is closed or the vessel is otherwise restricted from discharging due to the global pandemic forcing the vessel to deviate to an alternate port in order to save or mitigate loss or damage to the cargo, cover will respond to claims arising on the basis that this is not a breach of the Hague Visby Rules in accordance with Article IV Rule 4. If possible Members are nonetheless advised to liaise with the Managers before deviating.

**Q12. Am I covered in the event that the vessel is quarantined due to an outbreak on board and hire is suspended and/or it is necessary to substitute the vessel in compliance with the charterparty?**

The additional costs and expenses incurred by Members as a direct consequence of the outbreak on the quarantined vessel are covered but this does not extend to loss of hire or the cost of substituting the vessel.

**Q13. Am I covered if the vessel is not able to comply with the requirements of Class, Flag State or relevant certifying authority due to the global pandemic?**

Any claim on the Club would be subject to the Board's discretion and considered on its facts. Members are encouraged to follow the guidance detailed in the Club's circular [Coronavirus: Challenges in meeting operational and regulatory requirements](#)

**Q14. Will we treat each crew or passenger claim as a separate incident and apply multiple deductibles?**

Where more than one crew member or passenger is affected through the same outbreak on the vessel or from being in the same location, this will be treated as one incident. If the cause for each crew member or passenger is unrelated then this will be treated as separate incidents and separate deductibles will be applied.

**Q15. I had to place a vessel/vessels in to layup due to COVID-19, is a Club condition survey required?**

If a vessel is laid up for longer than six months as a direct result of COVID-19, Members are requested to contact the Managers to determine whether a reactivation survey is required.

For further guidance or assistance please contact the Club Managers.