

Non-binding recommendations by the German Insurance Association (GDV)
for optional use. Other conditions may be agreed.
In case of deviations the German wording shall prevail.

Write back Clause

“Dangerous Communicable Disease for the Use in Marine Insurance for Vessels”

Standard policy conditions of the GDV

1 **Option 1** (applies unless paragraph 2 was agreed)

1.1 Causation

By way of amendment to the “Clause for the Exclusion of Loss/Damage due to a Dangerous Communicable Disease for the Use in Marine Insurance” (hereinafter: Pandemic Exclusion Clause), the following shall apply:

- The wording “and irrespective of contributory causes” in paragraph 1 of the Pandemic Exclusion Clause is deemed cancelled.

1.2 Write back

1.2.1 Crew conduct

To the extent agreed by the parties, in deviation from paragraph 1 of the Pandemic Exclusion Clause and only within the scope of the provisions of the insurance contract, loss/damage caused by the conduct (act or omission) of a crew member infected with a dangerous communicable disease as per subparagraph 1.1 of the Pandemic Exclusion Clause is insured while carrying out such crew member’s professional or operational tasks, the maximum indemnity being limited to EUR per loss occurrence and to EUR for all loss occurrences within an insurance year.

1.2.2 Loss of hire

In deviation from paragraph 1 of the Pandemic Exclusion Clause and only within the scope of the provisions of the insurance contract, loss of income from the insured vessel for the period during which the vessel is unable to earn the full freight or hire as a consequence of a hull damage to be indemnified under the insurance contract due to

- inaccessibility, limitation or exclusion of the operational availability or prevention from leaving the shipyard or other places of repair,
- delayed presence or unavailability of required service technicians or specialists for repairs or
- delayed delivery or unavailability of spare parts required for the repair

caused by

- a perilous communicable disease as per subparagraph 1.1 of the Pandemic Exclusion Clause,
- or

- a precautionary measure as per subparagraph 1.2 of the Pandemic Exclusion Clause
- is insured,

the amount to be indemnified by the insurer being limited to one daily rate (agreed value) of EUR for a maximum period of days per any one loss occurrence.

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2 Option 2 (applies only, if agreed)

2.1 Write back

In deviation from paragraph 1 of the Pandemic Exclusion Clause and only within the scope of the provisions of the insurance contract and to the extent insured under the insurance contract, loss/damage, liability, costs, expenses caused by

- a dangerous communicable disease as per subparagraph 1.1 of the Pandemic Exclusion Clause,

or

- a precautionary measure to prevent the (further) spreading of a dangerous communicable disease as per subparagraph 1.2 of the Pandemic Exclusion Clause

is insured.

2.2 Limits of indemnity

2.2.1 The maximum indemnity is limited to EUR per any one loss occurrence and to EUR for all loss occurrences within an insurance year.

2.2.2 In addition, the insurer's indemnity for loss of income (to the extent that such is insured) from the insured vessel for the period during which the vessel is unable to earn the full freight or hire as a consequence of a hull damage to be indemnified under the insurance contract due to

- inaccessibility, limitation or exclusion of the operational availability or prevention from leaving the shipyard or other places of repair,
- delayed presence or unavailability of required service technicians or specialists for repairs or
- delayed delivery or unavailability of spare parts required for the repair

is limited to the amount of one daily rate (agreed value) of EUR for a maximum period of days per any one loss occurrence.

3 The write back pursuant to paragraph 1 or item may be terminated at any time in text form. The termination is effective ... days after receipt.

4 The write back pursuant to paragraph 1 or paragraph 2 does not grant any additional insurance cover beyond the other provisions of the insurance contract.

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