

Special Clause for Interruption and Termination of Carriage

It is hereby specially noted and agreed that in case the insured transit is interrupted or terminated(*1) due to an insolvency or financial default of the owners, charterers, managers, or operators of the vessel(*2) owing to circumstances beyond the control of the Assured, the sum recoverable shall include charges below, regardless of the conveyance.

1. charges for forwarding the subject-matter insured to final destination
2. cost of defending and investigating any suit
3. deposit expense properly and reasonably incurred in purpose of carrying the subject-matter insured to final destination(*3)
4. port charges
5. cargo handling expense
6. storage charge at intermediate port
7. charges properly and reasonably incurred in purpose of alleviating further damage or for other purposes which this Company admit to be inevitable
8. Any additional charges which this Company admits to be reasonable and inevitable for forwarding substitutes for the purpose of preventing the delay in delivery.

The amount recoverable under this clause shall be paid in addition to the amount otherwise recoverable under this policy.

In no case, however, shall the liability of this Company in respect of the forwarding charges per any one accident &/or any one event(*4) exceed the amount listed in the policy schedule- (or equivalent in other currencies) per each Assured. The sum recoverable under the OP shall not exceed the amount listed in the policy schedule (or equivalent in other currencies) in the annual aggregate.

(*1)“interruption” and “termination” shall be deemed to include the case that the insured transit to the original destination is not completed at the time being after the expiration of 30days since the published ETA(estimated arrival date).

(*2) “insolvency or financial default” shall be deemed to be financial bankruptcy (civil rehabilitation, corporate rehabilitation, procedure liquidation, private liquidation and other equivalent facts which shall be judged as financial bankruptcy) or financial default on an obligation.

(*3) This company shall pay the deposit charge in case the insured transit is interrupted or terminated. In case the Assured retrieves the deposit from carriers, the Assured shall return the insurance money paid in advance to this company.

(*4) In case of an insolvency or financial default of the owners, charterers, managers, or operators of the vessel, this company shall deem situation of insolvency or financial default of one shipping company as one event.