

## 三井住友海上火灾保险（中国）有限公司

### **SPECIAL CLAUSE FOR TRADE DISRUPTION COVERAGE**

#### **RISKS COVERED**

1. This insurance covers, subject to the limit of liability and the deductible stated in this Special Clause, the additional expenditure (as defined in Paragraph 2 below) incurred by the Assured in consequence of interruption of and/or delay in transportation (including temporary storage in the course of transportation) of the goods insured under the Open Policy to which this Special Clause is attached (hereinafter referred to as “the insured goods”) arising from:

1.1 loss of or damage to the insured goods caused by risks covered under the Open Policy to which this Special Clause is attached.

1.2 fire, explosion and/or lightning

1.3 storm, tempest, flood, snow, hail, ice, fog, ground heave, landslip, subsidence and/or collapse of bridges or tunnel

1.4 the following casualties except as provided in paragraph 3 below,

1.4.1 earthquake

1.4.2 volcanic eruption

1.4.3 tidal wave and/or fire in consequence of the above 1.4.1 and 1.4.2.

1.5 general average

1.6 overturning, capsizing, collision of or contact with any external object and/or mechanical breakdown of any conveyance on which any of the insured goods is being carried or is intended to be carried

1.7 emergency closure of ports, airports, roads, railways and/or any premises of transportation, through which any of the insured goods is being carried or is intended to be carried, loaded & unloaded and/or transhipped

1.8 blockade of sea route, airway or inland course, through which any of the insured goods is being carried or is intended to be carried

1.9 refusal of the master, driver or pilot of the carrying conveyance to proceed into any areas through which any of the insured goods is being carried or is intended to be carried, in circumstances where the rights of such refusal are, or would be, upheld at law

1.10 rejection at import customs clearance, confiscation, expropriation, nationalization or seizure by foreign governments except for Japanese government

1.11 piracy

1.12 war and S.R.C.C. risks mentioned below,

1.12.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.12.2 capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat

1.12.3 derelict mines, torpedoes, bombs or other derelict weapons of war

1.12.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.12.5 persons acting maliciously, including any terrorist or any person acting from a political, religious or ideological motive

#### ADDITIONAL EXPENDITURE

2. Additional expenditure payable as an indemnity under this Special Clause shall be extra expenditure incurred by the risks defined above in

2.1 shipping and/or packing of the insured goods and/ or the goods to be insured within 1 month from the date of the accidents aforementioned in 1.1 to 1.12 by and/or for the same or alternative conveyance to the original destination,

2.2 shipping and/or packing of the insured goods and/ or the goods to be insured within 1 month from the date of the accidents aforementioned from 1.1 to 1.12 for returning to the country of export or exporting to any substitute destination for resale,

2.3 handling, packing and/or storing of the insured goods and/ or the goods to be insured within 1 month from the date of the accidents aforementioned from 1.1 to 1.12 as a consequence of any interruption of or delay in transportation.

2.4 “The insured goods” referred to in this Paragraph 2 as well as in any other Paragraphs of this Special Clause shall mean the goods for which marine transit insurance has already attached at the time of the happening of the accident(s) defined in Paragraph 1 (Risks Covered) of this Special Clause subject to the commencement and termination clause of this Open Policy.

#### EXCLUSIONS

3. **In no case shall this clause cover**

3.1 **loss of or damage to the insured goods or any expenditure recoverable under this Open Policy (except loss or damage payable under this Special Clause)**

3.2 **loss damage liability or expenditure directly or indirectly caused by or contributed to by or arising from**

3.2.1 **ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel**

3.2.2 **the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof**

3.2.3 **any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter**

3.2.4 **the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes**

3.2.5 **any chemical, biological, bio-chemical, or electromagnetic weapon.**

3.2.6 **excluded cyber risk, Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease detailed within the Marine Cyber Endorsement or Communicable Disease Exclusion contained herein**

3.3 **any additional expenditure incurred against the cargoes in Japan and/or California by the Assured arising from earthquake, volcanic eruption, or tidal wave and/or fire in consequence of them which happened in Japan and/or California.**

**(\*) The definition of “California earthquake” exclusion are as follows.**

- A. The interest of insured which is located in California States and damaged by earthquake will be excluded even if the epicenter is outside of the California States.**
- B. The interest of insured which is located outside of California States and damaged by earthquake will be covered by the insurance even if the epicenter is in the California States.**

**Limit of Liability**

**4. The sum recoverable as an indemnity under this Special Clause shall be any of the above-mentioned extra expenses actually incurred by the Assured. In no case however shall the sum payable including the amount incurred by the Assured as Owner’s Risk stated in Paragraph 5 below exceed the following limit(s) of liability. (Insurer will pay up to USD 8,000,000 under this clause.)**

**4.1 USD 10,000,000 or equivalent in other currencies per one event**

**4.2 USD 10,000,000 or equivalent in other currencies in annual aggregate for the Global Marine Insurance Program of Assured’s Group including the sum recoverable under the same special clause attached to any other policies issued under the Program.**

**Owner’s Risk**

**5. This insurance shall not cover 20% of each and every claim amount.**

**Franchise**

**6. In no case shall this insurance cover the extra expenses actually incurred by the Assured resulting from one event up to USD 20,000 or equivalent in other currencies.**

**Period of Coverage**

**7. The period of coverage is;**  
**Continuous from April 1, 2023**

**Minimizing Loss**

**8. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder**

**8.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss,**

**8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.**