

Question	Answer
<p>Are crewmembers who are taken ill or who may die from Covid-19 insured under the Member's P&I cover?</p>	<p>If a seaman contracts Covid-19 during his/her journey to join the vessel, whilst on-board or during his/her repatriation once his/her contract has finished then the Club will cover the losses in the same was as any other illness under Rule 9.4. The cover under Rule 9.4 extends to pay sickness wages and other statutory or approved contractual compensation as well as for hospital, medical, funeral and other expenses necessarily incurred as well as the cost of sending or awaiting a substitute.</p>
<p>Is there cover for additional accommodation and subsistence costs a Member incurs in getting crew to or back home from a vessel?</p>	<p>Our Rules expressly provide that the repatriation must arise out of unforeseen circumstances and this means for example that there can be no recovery if the expenses arise because of additional isolation measures adopted by a country through which the crew need to pass to get to/from the vessel. Unfortunately these are operational costs and will need to be borne by the Member. In the same way there is no recovery if the expenses arises out of the termination of the contract of employment or the sale of the ship. However and as noted in answering the question above, if additional accommodation and subsistence costs are incurred in securing the repatriation of a sick or injured seaman, or his replacement, then these costs are covered.</p>
<p>Are diversion expenses covered if it becomes necessary to land a crewmember who has suspected Covid-19 and what if tests subsequently show that he was clear of the disease?</p>	<p>In this context, the diversion rule (Rule 9.7) requires the diversion to be made solely for the purpose of securing treatment for an injured or sick person. The Club will make no distinction because subsequently it might be established that the seaman was not as sick as first thought so long as the decision to divert was taken reasonably. Cover is restricted to the net loss incurred by Members (over and above such expenses as would have been incurred but for the deviation) in respect of the cost of bunkers, insurance, wages, stores, provisions and port charges. The starting point for cover is how the delay is allocated under the c/p terms. Whilst the delay would be an Owners risk in a voyage c/p (and P&I cover would be available) some time- charters such as the NYPE expressly state that the ship has liberty to deviate to save life and this would trump the off hire provision in the c/p. Other charter party forms (such as the BP and Shell c/p forms) however are not so generous and provide the exact opposite.</p>

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<p>Is there cover for quarantine expenses and if so then what expenses are covered by the Club?</p>	<p>The Club's quarantine rule (Rule 9.12) requires an outbreak (of Covid-19) to be on-board the vessel. Cover is then available for additional expenses incurred as a direct consequence of an on-board outbreak, including quarantine and disinfection expenses and the net loss to Members (over and above such expenses as would have been incurred but for such outbreak) in respect of bunkers, insurance, wages, stores, provisions and port charges.</p> <p>If there is an actual outbreak on-board, Charterers are unlikely to accept the risk for additional delay and cost if the outbreak on board was caused due to the negligence or other error or omission on board or by Owners. In these circumstances, P & I cover would be available under our Rules to cover Members running expenses and additional quarantine costs.</p> <p>However, there are some important restrictions:</p> <ul style="list-style-type: none"> • Cover is available only when there is an actual outbreak on-board. • Cover is only available for running expenses (not the lost hire rate or demurrage rate) and only if these costs are not recoverable from third parties. • If Members were not already under contract to go to an affected area (which is known or reasonably foreseeable at the time of the contract as an affected area and which would result in quarantine there or elsewhere) then cover would only be available on a discretionary basis. <p>Members as always have to act as a prudent uninsured and this requires them to show that they took reasonable measures to prevent the outbreak occurring in the first instance.</p>
<p>Is there cover for crew whose contracts of employment have expired but whom, because of Covid-19 travel restrictions, cannot return home?</p>	<p>Unfortunately this is an operational cost and would need to be borne by the Member. All additional costs affecting routine crew travel fall outside of P&I cover. This applies whether the crew affected are billeted ashore or on-board.</p>

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Where, because of local restrictions, a Member is unable to remove off-signing crew from a vessel, does this prejudice P&I cover?	No. P&I cover will continue to respond to the off-signing crew remaining on-board with expired contracts in the usual way, even though these crewmembers might no longer be in active service.
Does the Club cover crewmembers taken ill from Covid-19 after repatriation but when it's suspected that the disease was contracted before or during repatriation?	Under the terms of their Contracts of Employment and/or Collective Bargaining Agreements Members will probably have a strict obligation to their crew both during their service on-board and whilst travelling to/from the vessel, during which time the crew may well be exposed to Covid-19. Whilst absolute proof of where the disease was contracted is unlikely, if the likelihood was that it was contracted whilst on-board or whilst travelling then the Club will be sympathetic to reimbursement of claims made by recently signed off crew for confirmed Covid-19 cases.
Will the Club continue to provide cover where the employment contracts for some of the ship's crew have or are due to expire and Members are unable, due to restrictions in various countries and ports, to effect crew changes?	Yes, provided safe manning levels for the vessel are maintained in accordance with Flag State requirements.