

CLAUSE COMMUNICABLE DISEASES ENGINEERING

1. This insurance does not provide cover for the costs, expenses or any other claim for indemnification directly arising from contamination or infection by a communicable disease, as well as the spreading and/or fear of spreading thereof, including:
 - 1.1 costs, expenses or claims for investigating, cleaning, detoxifying, disinfecting, removing, destroying, replacing, guarding, protecting and/or closing of the insured interests, and/or
 - 1.2 unavailability or lockdown of the insured interests as a consequence thereof, and/or
 - 1.3 liability for property damage and bodily injury caused by the communicable disease.

2. If with regard to an insured loss and/or damage under this policy extra costs and expenses from transit and/or travel restrictions and/or delays in repair or replacement occur, and these costs and expenses result from the spreading, contamination or infection by a communicable disease that is declared to be an epidemic¹ or a pandemic², then the determination of the indemnification will take place after deduction of these extra costs and expenses *(optional:), as far as these are more than% of the indemnification without these extra costs and expenses, but in total not exceeding the policy limits and restrictions stipulated in the terms and conditions of this insurance.*

1. Epidemic proclaimed or characterized as such by a government or the competent authority in a country.

2. Pandemic proclaimed or characterized as such by the World Health Organization (WHO).

CLARIFICATION

If by spreading of a communicable disease, a contamination or infection occurs of insured interests or other goods or persons, the Insured can suffer damage or loss. The contamination of insured interests or goods may give rise to all kind of costs arising therefrom, but also the Insured himself or others may be infected, whether or not by act or omission.

With reference to possible accumulation of claims by communicable diseases, but also to clarify the policy coverage, Insurers want to agree in this clause that contamination or infection by communicable diseases is not insured under the policy including the additional coverages and clauses. However when as a consequence of such contamination or infection subsequently a physical loss or damage to insured interests or other goods or death or injury arises, that also would have been covered without the transpired contamination or infection, then the policy cover remains as if no contamination or infection would have taken place.

If in the assessment of an insured claim under the policy extra costs and expenses arise as a result of the causes stipulated in the clause that can be attributed to a communicable disease that can be characterized as an epidemic or pandemic, these extra costs and expenses will be deducted from the claim *(optional:), or can be maximized to a percentage of the indemnification, but in total not exceeding the policy limits and restrictions stipulated in the terms and conditions of this insurance.*

The official title of these clauses is: 'Clause Communicable Diseases Engineering' dated 30 October 2020. The wording is available via the website of the Coöperatieve Vereniging Nederlandse Assurantie Beurs U.A., www.vnab.nl.

In the event of any discrepancy between the Dutch original wording and this free and non-binding English translation, the Dutch original will prevail. The VNAB policy conditions and clauses are NOT BINDING. They merely serve as specimen which may be customised by alterations, additional provisions and/or clauses. VNAB market players are free to offer other policy conditions to their customers. As market players are free to use them at their own discretion, the VNAB cannot assume any liability for the application or contents of the model conditions and clauses.

For previously published (older) clauses, please contact the VNAB.