

IFSMA Shipmaster and Chief Engineer Legal Insurance Policy

Summary.

The policy of insurance shall be for the benefit of the nominated Ship Master and Chief Engineer and deemed thereafter to be the assured and shall remain in force throughout the currency of the policy whilst the assured is performing his or her duties as a Ship Master/Chief Engineer whilst officially assigned to a vessel.

The policy shall be in the name of "THOSE MEMBERS FROM TIME TO TIME OF THE (name of IFSMA Member Association)" and those members' as scheduled thereafter deemed to be the assured.

Invoicing of premium shall be for the account of "(name of IFSMA Member Association)"

The insurance shall provide for the following:

Section A. LOSS OF INCOME/LEGAL DEFENCE

- In the event an assured being involved in an incident or an occurrence which results in the State licencing being revoked, suspended or down-graded (demotion) or any threat thereof by any authority with jurisdiction, Insurer's shall provide the assured with the legal defence costs to protect the State licence up to a maximum of Euro 1 million,
- in criminal proceedings brought against a Master by any authority with jurisdiction and which has the power to recommend revocation, suspension, down-grade of the assured's State licence.
- compensate the assured in the event the State licence is successfully revoked and shall pay the assured loss of the annual remuneration, up to a maximum of Euro 100,000 for a period of no more than 12 months. In the event of the State licence being suspended but thereafter reinstated or down-graded, insurers shall compensate the assured for the partial loss of annual remuneration for the duration of the suspension or, in the event of down-grade the difference between the former and the latter annual remuneration,
- actual loss of annual wages, salary or remuneration (for a maximum period of no more of 12 months) from the date his or her Master's State licence is suspended, downgraded, withdrawn or revoked by reason of the Master being detained or imprisonment or whose liberty is restricted under conditions of bail whilst awaiting legal proceedings or whilst serving a custodial sentence.

Payment for loss of income will be paid monthly from the date the Masters licence is revoked, suspended or downgraded or from the date the Master is detained or imprisoned. The amount paid each month will be the average monthly wages earned by the insured during the 12 months immediately preceding the event. If the Master's licence is downgraded, the amount payable will be adjusted to take account of any actual earnings.

Section B. CIVIL LIABILITY AND DEFENCE.

The POLICY will indemnify the assured and pay the legal cost in defence of any claim for damages which the assured may become legally liable to pay resulting from;

- physical loss or damage to the vessel and/or physical damage to any property not belonging to them aboard the vessel to which the assured is assigned,
- liability arising from physical loss or damage to any third-party property, including fixed and floating objects caused by the vessel to which the assured is assigned,

- liability arising from death of or bodily injury to any third-party including persons aboard the vessel to which the member is assigned.
- actions brought against the assured by an authority with jurisdiction for any breach or alleged breach of the prevailing Merchant Shipping Laws of a Nation.
- action brought against the assured for any breach or alleged breach by an authority with jurisdiction of International Law,

DEFENCE COSTS incurred defending the assured in any criminal investigation or prosecution arising from;

- a sudden and accidental pollution incident which arises in violation of any prevailing State Laws,
- damage to third party property,
- death or bodily injury to any third party.

Policy Exclusions

This POLICY does not cover:

- any intentional act or omission or wilful breach of duty or conduct of a reckless nature;
- any dishonest or criminal act by the member.

N.B. A criminal act will not be deemed to include Misconduct by a Master as defined under the prevailing Merchant Shipping Laws of any Nation unless such misconduct was caused by an exclusion contained herein or the insured member being engaged in a criminal enterprise;

- the member abusing or having abused, or being under the influence of alcohol, drugs or controlled substances, other than drugs legally and appropriately prescribed by a qualified medical practitioner and appropriately used by the assured,
- any employment dispute,
- the assured's insolvency, bankruptcy, refusal or inability to pay.

The policy provides a Global network of Admiralty and Maritime solicitors available 24/7

The policy is subject to a Combined Single Limit of Euro 1million for all claims irrespective of the Section of the policy under which the claim falls.

The annual premium shall be Euro 300 per capita, per annum subject to confirmation that no incidents have occurred which might have given rise to a claim under the policy during the past 3 year. Underwriters shall reserve the right to decline to quote or adjust the premium upward should it prove there has been a particularly adverse frequency of incidents.

There shall be an annual adjustment of the annual premium within 60 days of the expiry of the policy year and an endorsement shall be processed to reflect any additions or deletions of named members throughout the policy period, upon which a pro-rated additional or return premium shall apply and processed in accordance.

The above summary is not exhaustive, the full policy conditions should be consulted before taking advantage of the IFSMA Legal Insurance Policy.