

CREWSEACURE – Schedule

Contract Authority no:
Certificate reference no:
Policy reference no:

Insureds:	Seafarers as defined in the Policy
Recruitment and Placement Service:	[Insert name of RPS Company]
Maximum number of Seafarers:	
Policy Period:	From: To: Both days inclusive
Policy Territory:	Worldwide (unless otherwise stated)
Law & exclusive Jurisdiction:	England and Wales
Operative Time:	24 hours a day/ 365 days a year
Interest:	To indemnify the Insureds against losses incurred resulting directly from an Event of Default during the Policy Period
Limits of Liability:	
Unpaid remuneration	Up to USD 10,000 or a maximum of 2 months remuneration, whichever the least per Seafarer
Repatriation costs	USD 2,500 per Seafarer
Policy Aggregate limit:	USD [] in respect of aggregated losses within policy period under 2.2 and 2.3, plus unlimited Claims handling
Self-Insured Retention:	Nil
Premium:	USD
Premium Payment Terms:	No cover is given until the premium is received in full by the Underwriters

Seacurus Ltd registered in England No. 5201529.

Seacurus is authorised and regulated by the Financial Conduct Authority (FCA)



Policy of Insurance: Terms and Conditions

Preamble

This Policy of Insurance (the Policy) shall comprise these Terms and Conditions, including the Claims Procedure, together with any Schedule and any endorsement(s) thereto issued by the Underwriters in consideration for the payment of premium by the Recruitment and Placement Service (the RPS).

Insuring Clause

The Underwriters shall indemnify the Seafarers against losses, as set out in Clause 2 below, sustained by them resulting directly from an Event of Default during the Policy Period.

Definitions

The following words when used in the Policy shall have the meanings set out below.

1.1 Claims Handlers

Thomas Miller Claims Managers Limited, who are authorised by and act on behalf of the Underwriters.

1.2 Event of Default

The failure of the RPS and/or of the Shipowner to fulfil their legal and/or contractual obligations to pay Remuneration due under the Seafarers' employment agreements giving rise to a claim for breach by the Seafarers against the RPS and/or Shipowner provided always that the RPS has been given notice by the Claims Handlers of the need to remedy the situation and the RPS has not done so within 30 days of notification by the Claims Handlers.

1.3 Insured

The Seafarers and/or any one of them.

1.4 Limits of Liability

The limits of liability specified in the Schedule.

1.5 MLC 2006

The Maritime Labour Convention 2006.

1.6 Policy

This Policy of Insurance comprising these Terms and Conditions, including the Claims Procedure, together with any Schedule and any endorsement(s) thereto issued by the Underwriters.

1.7 Policy Period

The period specified in the Schedule.

1.8 Premium

The premium specified in the Schedule.

1.9 Recruitment and Placement Service

The recruitment and placement company specified in the Schedule.

1.10 Remuneration

The Seafarer's remuneration to include overtime, bonuses, allowances and other additional remuneration contractually due as per the Seafarer's employment agreement and/or under national law.

1.11 Repatriation

The Repatriation of a Seafarer means the transportation of the Seafarer from the port or place at which the Seafarer lodges a claim under the Policy to any of the following destinations, the place at which the Seafarer agreed to enter into the Seafarer's employment agreement, the place stipulated by collective agreement, the Seafarer's country of residence or such other place as may have been agreed at the time of engagement.

1.12 Seafarer

Any person including the Master serving under a Seafarer's employment agreement on board a Ship during the Policy Period and who is defined as a Seafarer under the law of the Flag State applicable to the Ship.

1.13 Seafarer's employment agreement

Any written Seafarer's employment agreement or articles of agreement, which bind(s) a Seafarer to work on board a Ship during the Policy Period.

1.14 Ship

A ship other than one which navigates exclusively in inland waters or waters within, or closely adjacent to, sheltered waters or areas where port regulations apply and to which the MLC applies, being a Ship on which Seafarers supplied by the RPS are employed during the Policy Period.

1.15 Shipowner

The owner of a Ship or other organisation or person, who has assumed the responsibility for the operation of a Ship from the owner and who has agreed to take over the duties and responsibilities of the owner to pay the Seafarers under the Seafarers' employment agreements in accordance with the MLC.

1.16 The Underwriters

The insurers subscribing to the Policy.

Scope of Cover

2.1 Covered losses

If there is an Event of Default the Underwriters will indemnify the Seafarers against the losses and expenses set out in 2.1 – 2.3 below, payment to be made by Underwriters to the Seafarers upon completion of the Seafarers' Repatriation.

2.2 Unpaid remuneration

The Claims Handlers shall arrange and the Underwriters shall pay to each Seafarer up to 2 months outstanding Remuneration in respect of their employment on board a Ship provided the liability to pay the outstanding Remuneration arises within 2 months of the Seafarer being employed by the Shipowner. Remuneration shall be calculated up to the date when the Repatriation of the Seafarer is complete subject always to the Limit of Liability per Seafarer set out in the Schedule.

2.3 Repatriation costs

The Claims Handlers shall arrange and the Underwriters shall pay for the reasonable costs and expenses of Repatriation provided that such reasonable costs and expenses are limited to the cost of standard class travel by the most appropriate and expeditious means (normally by air), such costs to include the additional transportation costs of 30kgs of personal effects per Seafarer.

It is a condition precedent to Underwriters' liability under this Clause 2.2 that the Seafarers should first have claimed against the Shipowner in respect of the reasonable costs and expenses of Repatriation as may be covered by any other existing policy covering Repatriation taken out by the Shipowner. The Claims Handlers will provide, at no cost to the Seafarers, prompt and reasonable assistance to the Seafarers in making any such claim against the Shipowner.

Underwriters' liability for repatriation costs shall, in any event, be limited to the Limit of Liability per Seafarer set out in the Schedule.

2.4 Claims handling and legal fees and expenses

The Claims Handlers shall arrange and the Underwriters shall pay for all claims handling expenses in relation to a claim under the Policy and/or pay on behalf of the Seafarers and/or reimburse the legal costs necessarily incurred by the Seafarers after the Event of Default to mitigate any claim under the Policy and protect their rights (and the rights of the Underwriters in subrogation or otherwise) of recovery against the RPS or the Shipowner or any other third party or a Ship, provided that such legal costs have been incurred with the prior approval of the Claims Handlers less any amount recoverable from any source in settlement of any amount owing to the Seafarers for Remuneration and Repatriation.

General Conditions

3.1 Claims Handling

This shall be carried out by Thomas Miller Claims as per attached Explanatory Note.

3.2 Payment of Premium

It shall be a condition precedent to cover under the Policy that the premium shall have been received by the Underwriters. On receipt of the premium a Certificate of Insurance will be issued by the Underwriters to the RPS. Save as aforesaid, no rights or benefits of any nature whatsoever whether under The Contracts (Rights of Third Parties) Act 1999 or otherwise shall accrue to any third party (including the RPS and/or the Shipowner) paying premium on behalf of the Seafarers.

3.3 Recoveries and Subrogation

Where the Underwriters have made a payment to or on behalf of Seafarers in respect of a claim under the Policy, and the Seafarers, or any person on a Seafarer's behalf, obtains the recovery or reimbursement of any sum representing all or part of the liability, loss, cost or expense which was the subject of the claim so paid, such sum shall be returned to the Underwriters forthwith.

The Underwriters shall be subrogated to and/or acquire all rights which the Seafarers may have against the RPS or the Shipowner and/or any other third party and/or a Ship in respect of any payment made under the Policy, to the extent of such payment, and it is a condition of cover that the Seafarers shall, at the request of the Underwriters, execute forthwith any document required by the Underwriters for the purpose of enforcing such rights.

3.4 Extent of Liability

It is a condition precedent to liability under the Policy that Underwriters shall not be bound by, be liable under or assume the obligations of the RPS and/or the Shipowner under any Seafarer's employment agreement.

3.5 Law and exclusive Jurisdiction

The existence, construction, validity and performance of the Policy shall be governed by the laws of England and Wales and be subject to the exclusive jurisdiction of the Courts of England and Wales.

3.6 Notification

The Seafarers shall, as soon as possible after the discovery by the Seafarers of an Event of Default, and, in any event, no later than 30 days after the end of the Policy Period give notice thereof to the Claims Handlers in accordance with the Claims Procedure.

3.7 Fraud

If a Seafarer shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, the Policy shall be void as against that Seafarer and all claims under the Policy by such Seafarer shall be forfeited.

Exclusions Restrictions and Limitations

The Policy does not cover the following:

- 4.1** Any loss either directly or indirectly resulting from Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

Nuclear reaction, nuclear radiation or radioactive contamination, or the dispersal or application of pathogenic, toxic, or poisonous biological or chemical elements under any circumstance, including but not limited to:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) 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;
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

This clause shall be paramount and shall override anything contained in the Policy inconsistent therewith.

- 4.2** Any loss incurred prior to the Event of Default, save as expressly provided herein to the contrary.

- 4.3** Any loss which at the time when such loss is discovered is insured by or would, but for the existence of this Policy, be insured by any other existing policy or policies except in respect of any excess (not exceeding the Limits of this Policy) beyond the amount which would have been payable under such other policy or policies including any deductible applicable thereunder had this Policy not been effected. This Clause 4.3 is subject to Clause 2.2 above in respect of the costs of Repatriation.

- 4.4** Any loss either directly or indirectly resulting from piracy.

Claims Procedure: Explanatory Note

Claims Handlers – Thomas Miller Claims

Tel: +44 (0)1661 822 904 Email: enquiries@thomasmillerclaims.com

This explanatory note seeks to provide a full explanation of the claims process from first notice to settlement/rejection of claims arising under the Policy. It forms part of the Policy and is to be read in conjunction with the other terms and conditions of the Policy.

1.0 Abbreviations

CWN	Claims Withdrawal Notice
NOAD	Notice of Acceptance of Default
NOED	Notice of Event of Default
NOR	Notice of Rectification
NOT	Notice of Termination
SRR	Seafarer Receipt and Release

2.0 Notification

Notification of an Event of Default may be provided by a Seafarer, a seafarer welfare organisation including a Mission to Seamen, seafarer union representative or immigration/port state control officer.

Notification may be provided by: Fax/e-mail/mail
Via the telephone claims helpline to dedicated claims support service
Via the online claims notification facility

On receipt of the notification, the Claims Handlers with the assistance of the informant will complete the standard Notice of Event of Default (NOED) form. The NOED form will include a unique identifier of the individual informant for verification purposes plus specific questions designed to check if the particular set of circumstances notified fall within the scope of the Policy.

3.0 Investigation

On completion of the NOED, initial checks will be made by the Claims Handlers to ensure the notification is authentic. Standard investigative procedures will be deployed to investigate the situation on-board the Ship via a local representative/correspondent. The Claims Handlers will send a copy of the NOED to the RPS and the RPS will be asked to accept or deny the NOED.

Acceptance - if the NOED is accepted by the RPS the date of Event of Default will be agreed and the RPS will be given the opportunity to rectify the problem within a strict timeframe subject to the terms of a Notice of Rectification (NOR). The timeframe and terms of the NOR will be subject to the special circumstances of the case and be at the discretion of the Underwriters. Failure to comply with the NOR will lead to the issuance of a Notice of Acceptance of Default (NOAD).

Alternatively the RPS may accept the Seafarers' claims and a Notice of Acceptance of Default (NOAD) will be sent to the RPS by fax/email and registered post.

Rejection – in the event the RPS rejects the NOED the RPS will be required to provide strict proof to Underwriters' reasonable satisfaction that support the rejection and evidence proof of payment of Remuneration alleged by the Seafarers to be unpaid.

If a full investigation of the NOED reveals that the initial allegations of an Event of Default were not well founded and the RPS has rightly rejected the NOED the RPS will be issued with a Claims Withdrawal Notice (CWN) thereby confirming that claims under the Policy relating to the relevant NOED have been rejected.

4.0 Settlement/Repatriation

The issuance of an NOED will entitle Seafarers to bring an immediate claim under the Policy. An assessment of the individual Seafarer claims will be made in accordance with the terms of the Policy. If a Notice of Acceptance of Default (NOAD) is issued by Underwriters, repatriation procedures will be immediately triggered. Individual Seafarers will be required to sign a Seafarer Receipt and Release (SRR) in respect of all claims they may have arising under the Policy. Thereafter, payment will be effected to the individual Seafarer at the agreed place of repatriation on the submission of the SRR to the Underwriters' local representative at that place. Recoveries will be pursued including against the proceeds of sale of the Ship thereafter.

5.0 Recoveries

Clyde & Co. LLP are authorised to pursue any recovery action in respect of any claim settled under the Policy.

6.0 Cancellation of Certification

On payment/settlement of all claims arising as a consequence of an Event of Default, the Policy will terminate and a Notice of Termination (NOT) will be issued to the RPS.