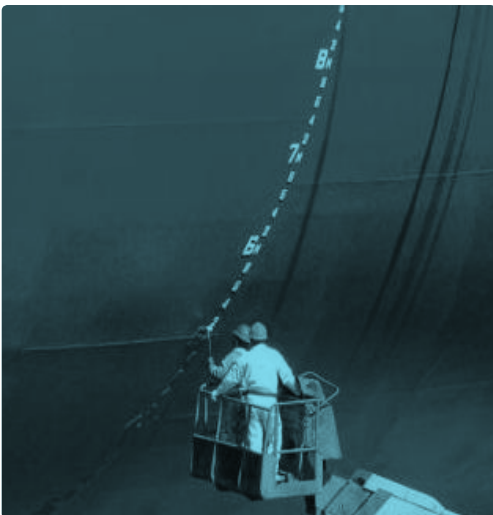


# Crew Cover

Risk solutions covering crew managers' liability under employment contract with crew members



# Providing the widest range of risk solutions

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In a world of increasing complexity, Gard's objective is to help our Members and clients manage the totality of their exposures – both to existing and developing risks.

As a multi-line insurer – with the strongest rating in the marine market – Gard is uniquely positioned to understand how risks fit together, and identify the best choice of products, ensuring seamless coverage and service.

Innovation has always been a cornerstone of Gard's business model and, over the years, we have refined and extended our standard products and introduced a range of additional products, responding to special needs and requirements from different parts of the marine industry.

The crew cover responds to a crew management company's legal or contractual liability for crew members under contract and arising out of operations customarily carried out at the risk and responsibility of a shipowner.

Further information can be found on our webpage ([www.gard.no](http://www.gard.no)) under "Covering risks", or from your usual contact.

# Scope of cover



Gard's objective is to ensure that crew managers are protected in case of the traditional crew liabilities and other separate P&I risks

## Risks covered



Crew managers, acting as principals, prefer to take out separate crew risk insurance in order to handle claims directly with their insurer. In addition, crew managers are occasionally not permitted to be co-insured under the owners' P&I insurance, and therefore need to take out separate crew insurance.

Gard's crew cover is developed for these situations, and responds to the traditional crew liabilities, including costs and expenses arising under a crew employment contract and/or collective bargaining agreements.

## Other risks covered



The cover can also include separate P&I risks such as liability for other people carried on board, diversion costs, life salvage, fines, and disinfection and quarantine expenses, provided that the crew manager is contractually or legally liable in such cases.

## Limit

- Standard maximum limit of USD 10 m per event.

## Who can be covered?

- Crew managers with a legal, contractual liability for the crew.



Gard's crew cover responds to liability in connection with injury, death, repatriation costs etc.

## Injury to a crew member



A Filipino engineer slips, falls down a flight of stairs and sustains a serious back injury while on board the vessel. A substitute is sent to replace the repatriated engineer, who has to undergo surgery and receive follow up physiotherapy and rehabilitation. He is declared fit for duty 80 days after he was repatriated. According to his contract of employment, the crew manager is liable for the cost of repatriation, sick pay, and medical treatment until he recovers and is considered fit for shipboard duty.

### *The Gard solution*

The Filipino engineer is entitled to compensation according to his contract of employment. As the POEA contract represents the minimum standard to be applied to Filipino crew, the crew manager is liable to pay sick pay (basic pay only) for up to 120 days from the day the engineer is signed off the vessel. The crew cover would respond to the crew manager's payment of repatriation, sick pay and medical treatment, as well as the cost of replacing the injured engineer.

## Negligence of a crew member



A shipowner uses a crew management company to man a fleet of container vessels. At a port in Europe, a crew member goes on shore leave and heads into the nearby city. He does not return to the ship in time for departure and misses the voyage to the next port in Asia. This is classed as crew negligence and the manager is liable for related costs.

### *The Gard solution*

If, based on statutory obligation, the crew manager is liable to repatriate the crew member or arrange transportation to the vessel's next port, the crew cover will respond to the expenses incurred. Cover is also offered for the cost of sending a replacement. Normally, these costs would be deducted from any outstanding wages due to the crew member.

## Death of a crew member

A Filipino seafarer dies on board as a result of heart disease. The body is removed when the vessel arrives at the next scheduled port. An autopsy is carried out to determine the cause of death, after which the body is prepared for repatriation. The seafarer leaves behind a widow and two young children. The crew management company, as the seafarer's employer, pays compensation for the death to the beneficiaries in accordance with the terms of the applicable collective bargaining agreement.

## The Gard solution

The crew cover would respond to the crew manager's payment of death benefits to the family, covering the costs of repatriation, medical treatment, staff replacement, the funeral, and other costs related to the deceased seafarer, as agreed to in the crew cover.

### *Diversion due to illness of a crew member*

On a voyage from Europe to North America, a Greek crew member suffers a severe stroke. The vessel immediately diverts to Bermuda, where he is airlifted by helicopter to the nearest hospital. Two months later, his condition improves and he is repatriated, accompanied by two escorts, to receive further medical treatment and rehabilitation.

### *The Gard solution*

In addition to the traditional liabilities, the crew cover also responds to the extra costs of fuel, insurance, wages, stores, provisions and port charges attributable to a diversion, if they are incurred solely for the purpose of securing treatment for a sick person on board.

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