NNAM Crew Insurance
Conditions
2014

NNAM
Crew Insurance

TABLE OF CONTENTS

I INTRODUCTION 4

1. TEN DAY RIGHT TO RETURN THIS INSURANCE 4
2. APPLICABLE SECTIONS AND LIMITS 4
3. IMPORTANT NOTICE 4
4. DEFINITIONS 4

II CENSUS REPORTING AND PREMIUMS 4

1. PREMIUM 4
2. CENSUS REPORTING 5

III ELIGIBILITY 5

IV TERMINATION AND RENEWAL PROVISIONS 5

1. TERMINATION OF THE POLICY BY THE INSURED 5
2. RENEWAL 5

V CLAIMS PROVISIONS 5

1. NOTIFICATION OF CLAIM 5
2. FACILITY OF PAYMENT 6
3. CURRENCY 6
4. DUTY TO COOPERATE 6
5. PHYSICAL EXAMINATION AND AUTOPSY 6
6. PHYSICIAN'S AND HOSPITAL REPORTS 6
7. SEVERABILITY 6
8. SUBROGATION 6
9. LEGAL ACTION 7
10. THE INSURED PERSON'S RELATIONSHIP WITH THEIR PHYSICIAN OR HOSPITAL 7

VI GENERAL EXCLUSIONS 7

VII SECTIONS OF COVER – PLAN BENEFITS 8

A MEDICAL & TRAVEL EXPENSES – FOREIGN COUNTRY 8

1. MEDICAL AND DENTAL TREATMENT 8
2. VACCINATIONS 8
3. SHIP TO SHORE EVACUATION 8
4. SEARCH & RESCUE 8
5. RETURN OF MORTAL REMAINS 9
6. REPATRIATION ON MEDICAL GROUNDS 9
7. REPATRIATION ON COMPASSIONATE GROUNDS 9

8. Emergency Reunion 9
9. Crew Replacement 9
10. Assistance Services 10
11. Personal Effects 10
12. Section-specific Obligations on the Insured 10
13. Section-specific Exclusions (*see also General Exclusions*) 10
B Medical Expenses – Home Country 11
1. Medical and Dental Treatment 11
2. Limits 11
3. Section-specific Obligations on the Insured 11
4. Section-specific Exclusions (*see also General Exclusions*) 11
C Temporary Disability 11
1. Determination of Benefit 12
2. Mediation 12
3. National Labor Relations Commission for Filipino Insured Persons 13
4. Section-specific Obligations on the Insured 13
5. Section-specific Exclusions (see also General Exclusions) 14
D Permanent Disability 14
1. Assessment of Contractual Obligation 14
2. Determination of Benefit 14
3. Mediation 15
4. National Labor Relations Commission for Filipino Insured Persons 16
5. Payment of the insurance benefit 16
6. Section-specific Obligations 16
7. Section-specific exclusions (*see also General Exclusions*) 17
E Loss of Life 17
1. Determination of Benefit 18
2. Section-specific Obligations 18
3. Section-specific exclusions (*see also General Exclusions*) 18

VIII GENERAL CONDITIONS 18

1. Aggregate Limit per ship per Occurrence 18
2. Concurrence 19

IX DEFINITIONS 19

X COMPLAINTS PROCEDURE 23

XI DATA PROTECTION 23

XII SANCTION AND LIMITATION EXCLUSION 24

XIII SEVERAL LIABILITY CLAUSE 24

I Introduction

In consideration of the payment of the premium by the due date the Underwriters agree with the Insured to insure the Insured Persons and to pay benefits in respect of Illness or injury manifesting itself during the Period of Insurance in accordance with all the provisions of this Insurance. All benefits are subject to all the exclusions, provisions and other terms of this Insurance.

1. Ten Day Right to Return this Insurance

If for any reason the Insured is not satisfied with this insurance they may cancel it within 10 days of receipt. The Underwriters will refund any premium paid and this insurance will be deemed void from the beginning, as if it had never been issued.

2. Applicable sections and limits

The purpose of this insurance is to help marine employers insure their obligations towards their employees in respect of Injury and Illness. Since one employer often uses several different employment contracts, please refer to the policy schedule for confirmation as to the sections of cover and limits which apply for each category of employee.

3. Important Notice

This Insurance is written on the basis of the information provided. The Insured is required to inform Underwriters of all material changes as soon as is practical and in any case within 30 days. Material changes include but are not limited to changes to the Individual Contracts of Employment, the general profile of Insured Persons, the trading areas of the vessels and the nature of operations and location of the Insured.

Underwriters have the right to revise the rates and/or the terms of the policy in reaction to a material change; however, any such increase in rates or restriction to the terms will be notified to the Insured for agreement. Should the Insured not provide their agreement within 14 days, the policy will terminate from the date the material change came into effect.

Any omissions or incorrect statements could cause an otherwise valid claim to be denied or the insurance being made void from inception.

The following pages including any riders, endorsements or amendments are a part of this Insurance.

4. Definitions

Some words and phrases used in this insurance have special meanings. When these terms are used they appear capitalised. The meanings are set out in the Definitions section towards the end of the wording.

II Census Reporting and Premiums

1. Premium

The Underwriters calculate rates for each section using information provided to them by the Insured prior to inception and each subsequent renewal. These rates will be applied to the number of Insured Persons and the total insured salaries to generate the deposit premium shown on the policy schedule. Underwriters will adjust the premium at expiry based on changes to the number of Insured Persons and the total insured salaries during the Period of Insurance. The premium must be paid in accordance with the provisions of this insurance and for this insurance to remain in force.

2. Census Reporting

The Insured is required to provide Underwriters with a Crew Roster for each vessel to include rank, contract and salary (the latter only being necessary when the salary is to be insured). Where a new vessel is added or an existing vessel removed or where the Crew Roster changes for an existing vessel or where there is a change to the nationalities from which the crew are sourced, this must be notified within 14 days and agreed by Underwriters.

In addition, at the beginning and end of each Period of Insurance, Underwriters require a complete list of the individuals currently in active service with the Insured. This list serves to adjust premiums for the expiring year as well as to gain an understanding of the general profile of the group going forwards and is to include name, date of birth, nationality, rank, vessel, contract and salary.

III Eligibility

Individuals signed on to the crew list of any of the declared vessels in the service of the Insured will be covered automatically in accordance with their rank and contract subject to the following conditions:

a) cover is extended to include the period of travel by direct route between the Country of Residence and the vessel and vice versa, limited to 48 hours each trip;
b) each individual to be covered must hold a valid medical certificate, issued for a minimum of 12 months, passing them fit for duty on a sea-going vessel;
c) where the Insured wishes to embark an individual who is beyond their 67th birthday this must first be notified and agreed by Underwriters. In such cases the individual will be required to furnish Proof of Insurability and will not be covered until the Underwriters approve such proof. Cover for Insured Persons aged over 67 years will exclude all cover in respect of Illness. The Underwriters have the right to apply an additional premium, limit cover and/or reject anyone for coverage under this insurance on the basis of its customary underwriting procedures.

IV Termination and Renewal Provisions

1. Termination of the policy by the Insured

If for any reason the Insured is not satisfied with the insurance and wishes to cancel the policy mid-term, they may do so in writing subject to a notice period of 30 days.

2. Renewal

Renewal premiums are calculated on the basis of updated data regarding the Insured Persons, the Individual Contracts of Employment and / or Collective Bargaining Agreements, the claims experience and any other material information available to Underwriters. Renewal will be subject to the Insured's written confirmation of acceptance of the terms offered by Underwriters including satisfactory responses to all conditions of those terms. Where the policy is not renewed, this Insurance will simply terminate automatically at the end of the Period of Insurance.

V Claims Provisions

1. Notification of claim

Notification of claim must be submitted to the Assistance Company within 24 hours or as soon as is reasonably possible after the occurrence of an incident giving rise to a claim. Both the Insured and the Insured Person must give their full cooperation to the Assistance Company and the Underwriters in their investigations and procedures and refrain from any action or statement which could

prejudice the interests of the Underwriters. Subject to the Underwriters' satisfaction of the validity of the claim, the Underwriters will arrange for the monitoring of treatment costs to be undertaken by the Assistance Company. The Underwriters must receive:

a) the completed claim form
b) the original itemised bills for treatment or service (electronic copies may be accepted on a case by case basis) and
c) any other information the Underwriters need in order to determine their liability under this Insurance.

2. Facility of payment

Usually the Underwriters pay benefits to the Insured; however, where possible the Underwriters may instead pay the Physician, Hospital or other provider of services to the Insured Person directly. Either of such payments discharge the Underwriters' liability for the amounts paid. If the Underwriters pay more than they are liable for, they can recover:

a) the excess from any person, Hospital or other provider;
b) from any other insurance or service or benefit plan that has had the benefit of any payment from the Underwriters; or
c) by reducing benefits paid on future claims.

3. Currency

Claim payments will be paid in the currency in which the claim was incurred based on the exchange rate as on the day the service or treatment was rendered.

4. Duty to Cooperate

It is the duty of the Insured and the Insured Person to provide their full cooperation with Underwriters in expediting the treatment of and recovery from an Injury or Illness covered under this policy.

5. Physical examination and autopsy

The Underwriters at their own expense shall have the right and opportunity to examine the person of any individual whose Injury or Illness is the basis of a claim when and as often as they may reasonably required during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

6. Physician's and Hospital Reports

It is a condition precedent to the Underwriters' liability to pay a particular claim to the Insured or their representatives that all medical records, notes and correspondence referring to the subject of that claim or a related Pre-existing Condition shall be made available on request to any medical advisor appointed by or on behalf of the Underwriters.

7. Severability

Any provision of the contract which may be prohibited by law shall be and become without force or effect, but this will not invalidate the enforceability of any other provision of the contract.

8. Subrogation

The Insured and each Insured Person agree that, to the extent of the Benefits provided under this Insurance, the Underwriters shall be subrogated to the rights of recovery from any third party for Illness, Injury or covered expense for which the third party may be liable. Those rights, including reasonable costs of collection, are assigned to the Underwriters to that extent. Except as provided by law, the Underwriters have a first lien on the proceeds of any recovery from the third party. The

Insured and each Insured Person agree to help the Underwriters to regain recoveries and agrees not to hinder the Underwriters' recovery rights by settlement or otherwise. No settlement, compromise or waiver of rights shall be entered into without the Underwriters' advance written consent. The Underwriters have the option to take appropriate action to protect its rights including bringing suit. The proceeds of any settlement or judgement which an Insured Person receives shall be held in trust for the Underwriters' benefit under this provision. The Underwriters are entitled to recover any reasonable attorney's fees the Underwriters incur in effecting this recovery from such proceeds held by such Insured Person.

9. Legal Action

This Insurance shall be read and construed according to the law of England & Wales. No action can be brought against the Underwriters to compel payment on this Insurance until the earlier of:

a) 60 days after the Underwriters have received or waived proof of loss; or
b) the date the Underwriters deny full payment.

Action can be brought earlier if waiting will result in prejudice against the Insured Person; however, the mere fact that the Insured Person has to wait until the earlier of the above is not considered prejudicial.

No action can be brought more than one year after the time the Underwriters require written proof of loss.

10. The Insured Person's Relationship with their Physician or Hospital

The Underwriters will not interfere with the professional relationship between an Insured Person and their Physician or Hospital. The Underwriters do not contract with an Insured Person to choose or provide a Physician or Hospital or services and facilities nor do the Underwriters assure their availability. The Underwriters are not responsible to the Insured Person for the acts of any health care provider or for any services or facilities. The Underwriters are obliged only to provide the benefits as stated under this Insurance.

VI General Exclusions

Injury and Illness and Loss of Life caused, related to or contributed to by the following are not covered under this insurance:

a) war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, hijacking, piracy, kidnap occurring within Listed Areas per the Joint War Committee;
b) mutiny, riot, strike, military or popular uprising, insurrection, rebellion, military or usurped power;
c) Terrorism;
d) martial law or state of siege, or any event or causes which determine the proclamation or maintenance of martial law or state of siege;
e) nuclear fission, nuclear fusion or radioactive contamination of any description however caused;
f) intentionally self-inflicted Injury or Illness, suicide or attempted suicide, and deliberate exposure to exception danger (except in an attempt to save human life);
g) Injury occasioned or occurring while the Insured Person is committing or attempting to commit a criminal act or to which a contributing cause was the Insured Person being engaged in an illegal occupation;
h) Injury sustained while taking part in activities or pastimes which the Underwriters consider to be hazardous unless notified to and accepted by the Underwriters including but not limited to mountaineering where ropes or guides are normally used; aviation (except when travelling solely as

a passenger), parachuting; parascending: white water rafting: bungee jumping; non- recreational winter sports; racing by horse, motor or motorcycle; underwater activities involving the use of breathing apparatus unless to a depth no greater than 30metres and then excluding solo dives; water skiing and any professional sporting activity;

i) Injury or Illness sustained whilst driving or operating machinery or equipment under the influence of intoxicating liquor, defined as testing at more than 80 milligrams of alcohol per 100 millilitres of blood, or drugs, other than drugs taken in accordance with treatment prescribed by a Physician.

Cover does not apply:

a) where a Insured Person has obtained their medical certificate as a result of concealment, non-disclosure or misrepresentation regarding their medical history and/or ongoing treatment or if the Insured or the Insured Person has otherwise deliberately misled or deceived the Underwriters;
b) in respect of Insured Persons not holding a valid medical certificate passing them fit for duty aboard a sea-going vessel;
c) where the vessel on which the Insured Person is employed does not hold a valid safety management certificate or classification certificate as required by law or where no document of compliance has been issued to the associated shipping company;
d) if the Insured has no obligation to the Insured Person (e.g. under the terms of the Individual Contract of Employment and/or the Collective Bargaining Agreement);
e) for Illness in respect of any Insured Person aged over 67 years.

VII Sections of Cover – Plan Benefits

A Medical & Travel Expenses – Foreign Country

1. Medical and Dental Treatment

Benefits are payable in respect of Charges incurred outside the Insured Person's Country Of Residence for treatment required as a result of an Injury or Illness occurring within the Period of Insurance. Cover is limited to costs incurred within 365 days of the Date Of Loss or prior to the Insured Person's return to their Country of Residence, whichever is earlier. Benefits in respect of hospitalisation and inpatient rehabilitation Charges are limited to the lowest class available.

2. Vaccinations

Underwriters will reimburse the costs of vaccinations in a port of call where a Physician has certified that they are Medically Necessary for preventive reasons, due to circumstances which could not have been foreseen prior to the commencement of the Period Of Insurance.

3. Ship to Shore Evacuation

Subject to a limit of USD 10,000 per insured Occurrence, Underwriters will cover the cost of a ship to shore evacuation, following the occurrence of Injury or Illness, only when a Physician has certified that the treatment available on board was insufficient to permit delaying disembarkation until the vessel could reach the nearest port.

4. Search & Rescue

Subject to a limit of USD 7,000 per insured Occurrence, Underwriters will reimburse search and rescue costs charged by the competent authorities in respect of an Insured Person who has been declared missing.

5. Return of Mortal Remains

In the event that an Insured Person dies outside their Country of Residence during the Period of Insurance, Underwriters will reimburse the costs of local burial of the mortal remains including related travel and accommodation expenses for immediate family of the Insured Person for a maximum period of 3 days, or the costs of transporting the body or ashes to the Country of Residence (including burial), up to a maximum of USD 20,000. Reimbursement of local burial costs will not exceed the amount which would have been reimbursed had the mortal remains been transported to the Country of Residence.

6. Repatriation on Medical Grounds

In the event that a covered Injury or Illness shall directly and exclusively occasion the disembarkation of the Insured Person on medical grounds and the attending Physician has certified that Repatriation is Medically Necessary and this is agreed to by the Assistance Company, Underwriters will reimburse the travel costs (including the costs of prescribed medical care during the journey) associated with returning the Insured Person to a medical facility in their Country of Residence for follow-up treatment. All Repatriation arrangements must be coordinated with the Assistance Company.

7. Repatriation on Compassionate Grounds

In the event that the Family Member of an Insured Person suffers a serious Injury or Illness during the Period of Insurance such that there is immediate risk to their Life, Underwriters will pay for the return of the Insured Person to their Country of Residence by lowest class travel, subject to:

a) the situation being unexpected and unforeseeable at the time the Insured Person last became eligible under the plan; and
b) pre-approval and coordination of the travel by the Assistance Company; and
c) the provision of documentary evidence of the severity of the condition of the family member, or
d) the provision of a death certificate, or other similar document which is acceptable to the Underwriters, pertaining to the family member.

8. Emergency Reunion

In the event that the Insured Person is hospitalised outside of their Country of Residence due to an Injury or Illness occurring during the Period Of Insurance, Underwriters will pay lowest class travel costs for one Family Member to visit the Insured Person in hospital. This shall also include reasonable accommodation costs for a maximum period of three days. Emergency reunion benefits are subject to:

a) the attending Physician certifying that there is an immediate risk to the Insured Person's life;
b) the Insured Person having to be hospitalised outside of their Country of Residence for a minimum of one week;
c) pre-approval and coordination of the travel by the Assistance Company.

9. Crew Replacement

Underwriters will pay lowest class travel costs for a replacement for the Insured Person being sent to occupy the same position subsequent to the Insured Person having died or having been Repatriated on either medical or compassionate grounds (in accordance with the conditions stipulated in 7), subject to:

a) the Occurrence giving rise to the replacement having taken place during the Period Of Insurance;
b) pre-approval and coordination of the travel by the Assistance Company.

10. Assistance Services

In addition to the costs of the services and supplies detailed above, Underwriters will, during the Period of Insurance, provide assistance to the Insured in coordinating and arranging:

a) the transport to take the Insured Person to a suitable local hospital in their Country Of Residence;
b) the sending of Medically Necessary drugs and supplies prescribed by a Physician, which cannot be sourced locally and for which no alternative is available locally;
c) the transport of the Insured Person's mortal remains back to their place of residence.

Where during the course of rendering such assistance, Underwriters have made a payment for services or supplies which are not covered under this insurance, they shall have the right to reclaim these costs from the Insured and/or offset them against subsequent insurance reimbursements to the Insured. The Insured is obliged to reimburse such reclaimed costs within 30 days.

11. Personal Effects

The Underwriters will reimburse the Insured Person for personal effects lost in connection with the total loss of the vessel, up to a maximum of USD 10,000 per Insured Person, based on the original purchase price less depreciation for wear and tear. The Insured Person must provide a detailed list of the items lost.

12. Section-specific Obligations on the Insured

The Insured is obliged to:

a) inform the Assistance Company on behalf of Underwriters of an Insured Person's Hospitalisation or admittance into a Rehabilitation Facility within 24 hours or as soon as reasonably possible;
b) provide the Underwriters with any and all documentation required to certify the medical necessity of all costs;
c) provide the Underwriters with a clear listing of all costs being claimed, supported by the original itemised invoices & receipts, within thirteen months of the Date of Loss (electronic copies may be accepted on a case by case basis).

13. Section-specific Exclusions (*see also* ***General Exclusions***)

Cover does not apply:

a) if the Insured has no obligation to reimburse the costs incurred by the Insured Person (e.g. under the terms of the Individual Employment Contract and/or the Collective Bargaining Agreement);
b) for expenses which exceed the Underwriters' definition of Usual, Reasonable and Customary;
c) for treatment which is not Medically Necessary;
d) for elective cosmetic surgery and associated treatment;
e) for dental treatment arising from the Insured Person neglecting dental maintenance;
f) for treatment which could be delayed until the Insured Person's return to their Country of Residence;
g) in respect of treatment obtained abroad in an effort to benefit from a higher standard of care than available in the Country of Residence;
h) for the Deductible as stated in the Schedule.

B Medical Expenses – Home Country

1. Medical and Dental Treatment

Benefits are payable in respect of Charges incurred inside the Insured Person's Country Of Residence for treatment required as a direct and exclusive result of an Injury or Illness occurring within the Period of Insurance. Cover is limited to Charges incurred within 365 days of the Date Of Loss.

2. Limits

The following limits apply per Insured Person per insured Occurrence:

a) Inpatient care in a Hospital or Rehabilitation Centre is covered in the lowest class available up to a maximum of USD 350,000. Within that limit, the maximum payable in respect of nursing costs shall be USD 1,200 per day;
b) Medical services not involving Hospitalisation are covered up to a maximum of USD 22,500;
c) Prescription Drugs and supplies are covered up to a maximum of USD 3,500;
d) Orthotics and prosthetics are covered up to a maximum of USD 6,000, subject in all cases to pre-approval by the Assistance Company;
e) Dental treatment is covered to a maximum of USD 1,700;
f) Reasonable Transport Costs to and from the nearest treatment facility are covered to a maximum of USD 2,250, subject to medical necessity.

3. Section-specific Obligations on the Insured

The Insured is obliged to:

a) inform the Assistance Company on behalf of Underwriters of an Insured Person's Hospitalisation or admittance into a Rehabilitation Facility within 24 hours or as soon as reasonably possible;
b) provide the Underwriters with any and all documentation required to certify the medical necessity of all costs;
c) provide the Underwriters with a clear listing of all costs being claimed, supported by the original itemised invoices & receipts, within thirteen months of the Date of Loss (electronic copies may be accepted on a case by case basis);
d) obtain pre-approval from the Assistance Company regarding any costs for orthotics or prosthetics.

4. Section-specific Exclusions (*see also* ***General Exclusions***)

Cover does not apply:

a) if the Insured has no obligation to reimburse costs incurred by the Insured Person (e.g. under the terms of the Insured Person's Individual Employment Contract and/or the Collective Bargaining Agreement);
b) for expenses which exceed the Underwriters' definition of Usual, Reasonable and Customary;
c) for treatment which is not Medically Necessary;
d) for elective cosmetic surgery and associated treatment;
e) for dental treatment arising from the Insured Person neglecting dental maintenance;
f) for the Deductible as stated in the Schedule.

C Temporary Disability

Where this section has been included, cover may be in respect of both Injury and Illness or only one or the other, as requested by the Insured. Please refer to the Schedule for details.

1. Determination of Benefit

In the event of an Injury or Illness occurring during the Period of Insurance which directly and independently of any other cause results in the Temporary Disability of the Insured Person, the Insured shall be entitled to benefit as follows:

a) the entitlement to insurance benefit shall commence upon the expiry of the Elimination Period stated in the Schedule;
b) the Elimination Period begins on the first day that the Insured Person is Temporarily Disabled as defined in the policy and as supported by a certificate from the attending Physician declaring the Insured Person to be unfit for work;
c) Underwriters will base the calculation of the benefit on the percentage of the Insured Person's salary specified in the Schedule along with the monthly salary specified in the Schedule for the Insured Person's rank and contract, as of the first day of Temporary Disability;
d) the insurance benefit is payable until the date the Insured Person is deemed fully recovered and has been certified fit for work, or:
    i. the date that the benefit period specified in the Schedule has expired;
    ii. the date the Insured's obligation to make payment under the Individual Employment Contract and/or Collective Bargaining Agreement has ended;
    iii. the date on which the Insured Person is deemed Permanently Disabled or permanently unfit for work;
    iv. upon the death of the Insured Person;
    v. upon the termination of the Insured Person's employment;

    whichever is earlier.

e) if more than one period of illness is deemed to have arisen from the same insured Occurrence and each is separated by a gap of less than 30 days, they shall be considered as one period of Temporary Disability for the purposes of determining the duration of the benefit and the Elimination Period.
f) the Underwriters will provide a fit for work certificate within 48 hours of the Insured Person being deemed by the Underwriters to be completely recovered, to the extent that the attending Physician has not already issued a fit for duty certificate confirming same.

2. Mediation

In the event that the Underwriters determine that the Insured Person is fit for duty and the Insured Person disagrees, the following process will be used:

a) a Physician appointed by the Insured Person will review all medical reports and data on which Underwriters' decision has been based, along with the criteria by which Temporary Disability is assessed. The Physician must be suitably qualified and licensed in the field of medicine relevant to the condition causing the disputed Temporary Disability;
b) if this Physician objectively and independently reaches the conclusion that the Insured Person is unfit for duty, Underwriters will appoint an independent third party to act as mediator between Underwriters and the Insured Person and their respective representatives and medical experts in an effort to reach an agreement;
c) if the Insured Person fails to co-operate with the mediation process, all services provided by the Underwriters will cease and the benefit sum will revert to the amount determined by the Underwriters using their due processes.

3. National Labor Relations Commission for Filipino Insured Persons

In the event that the Underwriters determine that the Insured Person is fit for duty and the Insured Person disagrees, the case will be referred to the National Labor Relations Commission (NLRC) for settlement. Underwriters agree to cover the costs allocated to them by the NLRC not exceeding in any event the sum insured in the Schedule.

If the NLRC determines that the Insured Person has failed to cooperate in the settlement process, all services provided by the Underwriters will cease and the benefit sum will revert to the amount determined by the Underwriters using their due processes.

4. Section-specific Obligations on the Insured

Throughout the Period of Insurance, the Insured must:

a) ensure that the Underwriters are in possession of the most recent version of the Insured Person's Individual Employment Contract and Collective Bargaining Agreement which dictates the Insured 's contractual obligation to make payments to the Insured Person in the event of Temporary Disability. Changes to these should be notified to Underwriters no later than 30 days from the change. Underwriters have the right to revise the rates and/or the terms of the Insurance in reaction to a material change; however, any such increase in rates or restriction to the terms will be notified to the Insured for agreement. Should the Insured not provide their agreement within 14 days, the Insurance will terminate from the date the material change came into effect. If the Insured fails to comply with the above duty to inform the Underwriters of any alterations to the contractual payment obligation, the Underwriters will refer to the most recent Individual Employment Contract and Collective Bargaining Agreement in the Underwriters' possession to assess the contractual payment obligation of the Insured;
b) authorise the Underwriters in writing to use their due processes in order to assess any Insured Person's Temporary Disability;
c) notify the Assistance Company on behalf of Underwriters of an Insured Person's Temporary Disability as soon as is practical and at least within 7 days;
d) furnish the Underwriters with a medical certificate from the attending Physician confirming that the Insured Person is unfit for duty;
e) co-operate to the fullest extent with Underwriters' efforts to assess the extent of the Disability and the resulting insurance benefit as well as with any process of mediation which may occur;
f) refrain from making any statement, taking any action or entering into any commitment relating to the Insured Person's Temporary Disability or its assessment;
g) make every reasonable effort to assist the Insured Person in returning successfully to work following their recovery;
h) inform the Underwriters in writing upon the death of the disabled Insured Person as soon as is practical but at least within 7 days.

The Insured Person's obligations are to:

a) co-operate to the fullest extent with the Underwriters' efforts to assess the extent of the Disability and the resulting insurance benefit and with any process of mediation which may occur;
b) co-operate with and assist the Insured in their efforts to help the Insured Person to return successfully to work following the Insured Person's recovery or maximum medical improvement.

5. Section-specific Exclusions (see also General Exclusions)

Cover does not apply:

a) where the Insured Person is prevented from working due to detention or arrest
b) if the Insured has no obligation to reimburse costs incurred by the Insured Person under the terms of the Insured Person's Individual Employment Contract and/or the Collective Bargaining Agreement;
c) if the Insured Person does anything to hinder their own recovery;
d) if the Insured Person does not render their full co-operation in the assessment of their Disability and any resulting insurance benefit;
e) if the Insured – out of goodwill or otherwise – agrees to pay a higher amount or allow a longer benefit period than has been determined by Underwriters based upon the Schedule. The benefit payable by the Underwriters in this circumstance will remain in accordance with the Underwriters' determination and will not refer to any separate agreement between the Insured and the Insured Person;
f) if the Insured Person declines to carry out work which they are deemed by Physicians or other qualified persons to be able to carry out, or if the Insured fails to afford the Insured Person the opportunity to carry out such work.

D Permanent Disability

Where this section has been included, cover may be in respect of both Injury and Illness or only one or the other, as requested by the Insured. Please refer to the Schedule for details.

In the event of an Injury or Illness occurring during the Period of Insurance which directly and independently of any other cause results in the Permanent Disability (full or partial) of the Insured Person, Underwriters will assess the contractual obligation and determine benefit as follows.

1. Assessment of Contractual Obligation

Underwriters will:

a) assess the contractual payment obligation of the Insured in consideration of the Individual Employment Contract and Collective Bargaining Agreement with the Insured Person. Underwriters gauge the contractual payment obligation of the Insured based on the most recent Individual Employment Contract and Collective Bargaining Agreement provided by the Insured. If the Insured has neglected to provide a more recent contract or Collective Bargaining Agreement which increases the contractual obligations of the Insured, the higher obligation will not be covered;
b) calculate the payment in keeping with the stipulations of the contract;
c) irrespective of the Insured's actual contractual payment obligation, the insurance benefit will not exceed the sum derived based on the parameters stipulated in the Schedule and the processes detailed below.

2. Determination of Benefit

Underwriters will use the following processes in determining the benefit payable under this section:

a) an assessment of the degree of the Insured Person's Permanent Disability will be made upon the expiry of the period of time noted in the Individual Employment Contract and the Collective Bargaining Agreement on which the obligation to pay is based, or earlier if the Disability has been determined to be of a Permanent nature, but at the latest after 365 days from the date from which the attending Physician certified that the Insured Person was unfit for duty;

b) if at the time of this assessment, the Underwriters are of the opinion that maximum medical improvement has not yet been reached and that Permanent Disability cannot yet be ascertained, they may, to the extent permitted by the terms of the Individual Employment Contract and Collective Bargaining Agreement, delay their final decisions, albeit no longer than 24 months from the date from which the attending Physician certified that the Insured Person was unfit for duty;

c) Underwriters will determine the degree of Permanent Disability as follows:
   i. in the first instance, using the criteria specified in the Individual Employment Contract and Collective Bargaining Agreement upon which the contractual obligation to pay is based;
   ii. if the Individual Employment Contract and Collective Bargaining Agreement do not provide such criteria, the Underwriters will refer to the edition of Guides to the Evaluation of Permanent Impairment of the American Medical Association (A.M.A. Guide) noted in the policy schedule;
   iii. in the event that the A.M.A. Guide does not list the specific Disability of the Insured Person, Underwriters will refer to Physicians or other experts for evaluation of the Disability;
   iv. in assessing the loss or functional loss of a part of the body, Underwriters will include only internal prosthetics, not external ones;
   v. the Insured Person's occupation shall not have a bearing on the degree of Permanent Disability;
   vi. if the Illness or Injury which resulted in the Disability directly causes the Insured Person's death before the Underwriters have completed their evaluation of the disability, the entitlement to a Permanent Disability benefit shall not be affected. The Underwriters will use all available evidence to make an evaluation on the expected degree of Permanent Disability had the Insured Person survived. In such circumstances benefit shall only be paid for Permanent Disability if the sum insured for Permanent Disability is greater than that for Loss of Life, in which case the sum payable for Permanent Disability shall be no greater than the difference between that for Permanent Disability and Loss of Life.

d) the Permanent Disability benefit is calculated as follows:
   i. if the Individual Employment Contract and/or Collective Bargaining Agreement states a specific percentage of benefit corresponding to the assessed degree of Permanent Disability, that percentage of benefit is applied to the sum insured stipulated in the Schedule;
   ii. if the Individual Employment Contract and Collective Bargaining Agreement do not state a specific percentage of benefit corresponding to the assessed degree of Permanent Disability, the degree of Disability is applied directly to the sum insured stipulated in the Schedule;
   iii. in no event shall the benefit exceed 100% of the sum insured stipulated in the Schedule.

3. Mediation

If the Insured Person disputes the Underwriters' conclusions, the following process will be used:

a) a Physician appointed by the Insured Person will review all medical reports and data on which Underwriters' decision has been based, along with the criteria by which Permanent Disability is assessed as stipulated by the Individual Employment Contract and/or Collective Bargaining Agreement. The Physician must be suitably qualified and licensed in the field of medicine relevant to the condition causing the disputed Permanent Disability;

b) if this Physician objectively and independently assesses a different degree of Permanent Disability, Underwriters will appoint an independent third party to act as mediator between Underwriters and the Insured Person and their respective representatives and medical experts in an effort to reach an agreement;
c) if the Insured Person fails to co-operate with the mediation process, all services provided by the Underwriters will cease and the benefit sum will revert to the amount determined by the Underwriters using their due processes;
d) if no agreement can be found through the mediation process, an umpire, to be mutually agreed upon by Underwriters and the Insured Person, will be appointed whose decision will be final and binding upon all parties.

4. National Labor Relations Commission for Filipino Insured Persons

If the Insured Person disputes the Underwriters' conclusions, the case will be referred to the National Labor Relations Commission (NLRC) for settlement. Underwriters agree to cover the costs allocated to them by the NLRC not exceeding in any event the sum insured in the Schedule.

If the NLRC determines that the Insured Person has failed to cooperate in the settlement process, all services provided by the Underwriters will cease and the benefit sum will revert to the amount determined by the Underwriters using their due processes.

5. Payment of the insurance benefit

If the Insured and the Insured Person are in agreement on the degree of Permanent Disability and the amount of the insurance benefit as determined using the Underwriters' due processes described above, the Underwriters will compile a settlement contract and require the Insured and Insured Person to sign it.

If, further to a mediation process the Insured and the Insured Person are in agreement on the degree of Permanent Disability and the amount of the insurance benefit as determined using the Underwriters' due processes described above, the mediator will issue the Underwriters with the settlement contract duly signed by all parties involved in the mediation process.

If the degree of Permanent Disability and the extent of the benefit has been decided upon by an umpire, the umpire will provide the Underwriters with a recommended settlement contract, signed by the umpire.

As soon as the Underwriters are in possession of a settlement contract as outlined above, steps will be taken to initiate payment.

6. Section-specific Obligations

Throughout the Period of Insurance, the Insured must:

a) a) ensure that the Underwriters are in possession of the most recent version of the Insured Person's Individual Employment Contract and Collective Bargaining Agreement which dictates the Insured's contractual obligation to make payments to the Insured Person in the event of Permanent Disability. Changes to these should be notified to Underwriters no later than 30 days from the change. Underwriters have the right to revise the rates and/or the terms of the Insurance in reaction to a material change; however, any such increase in rates or restriction to the terms will be notified to the Insured for agreement. Should the Insured not provide their agreement within 14 days, the Insurance will terminate from the date the material change came into effect. If the Insured fails to comply with the above duty to inform the Underwriters of any alterations to the contractual payment obligation, the Underwriters will refer to the most recent Individual Employment Contract and Collective

Bargaining Agreement in the Underwriters' possession to assess the contractual payment obligation of the Insured;

b) authorise the Underwriters in writing to use their due processes in order to assess any Insured Person's Permanent Disability and the resulting contractual obligation;
c) notify Underwriters of an Insured Person's Injury or Illness which may lead to Permanent Disability as soon as is practical and at least within 30 days;
d) co-operate to the fullest extent with Underwriters' efforts to assess the degree of the Disability and the resulting insurance benefit as well as with any process of mediation which may occur;
e) forward all information relating to the Insured's contractual payment obligation and the determination of its extent as soon as possible;
f) refrain from making any statement, taking any action or entering into any commitment relating to the Insured Person's Permanent Disability or its assessment;
g) make every reasonable effort to assist the Insured Person in returning successfully to work following their recovery;
h) inform the Underwriters in writing upon the death of the disabled Insured Person as soon as is practical but at least within 7 days.

The Insured Person's obligations are to:

a) co-operate to the fullest extent with the Underwriters' efforts to assess the extent of the disability and the resulting insurance benefit and with any process of mediation which may occur;
b) co-operate with and assist the Insured in their efforts to help the Insured Person to return successfully to work following the Insured Person's recovery or maximum medical improvement.

7. Section-specific exclusions (*see also* ***General Exclusions***)

Cover does not apply:

a) If the Insured has no obligation to pay insurance benefit to the Insured Person under the terms of the Insured Person's Individual Employment Contract and/or the Collective Bargaining Agreement;
b) If the Insured Person does anything to hinder their own recovery;
c) If the Insured Person does not render their full co-operation in the assessment of their Permanent Disability or permanent incapacity for work;
d) If the Insured agrees to pay a higher amount or allow a longer benefit period than has been determined by the Underwriters. The benefit payable by the Underwriters to the Insured Person in this circumstance will remain in accordance with the Underwriters' determination and will not refer to any separate agreement between the Insured and the Insured Person;
e) If the Insured Person declines to carry out work which they are deemed by Physicians or other qualified persons to be able to carry out, or if the Insured fails to afford the Insured Person the opportunity to carry out such work.

E Loss of Life

Where this section has been included, cover may be in respect of both Accident and Sickness (Death Any Cause) or only Death by Sickness, as requested by the Insured. Please refer to the Policy Schedule for details.

1. Determination of Benefit

In the event of an Accident or Sickness occurring during the Period of Insurance which directly and independently of any other cause results in the death of the Insured Person, the Insured shall be entitled to benefit as follows:

a) Payment of the sum insured denoted in the policy schedule
b) Payment of the sum insured for each legitimate child of the Insured Person up to the limits specified in the policy schedule

Conditions:

a) cover will only apply if the death occurs during the Period of Insurance and, additionally in the case of accidental death, if the death occurs within 365 days of the date of the accident;
b) where Underwriters have also made payment in respect of Permanent Disability in respect of the same accident or sickness, the amount of such payment will be deducted from any Loss of Life benefit due to the Insured.

2. Section-specific Obligations

The Insured must:

a) notify the Underwriters of the death of the Insured Person as soon as is practical, but at least within 24 hours of the death and at least 24 hours prior to the planned funeral or cremation;
b) make every effort to furnish the Underwriters with information on the cause and circumstances of death and details of who, in opinion of the Insured , may be responsible for the death;
c) accede to any request by the Underwriters to secure permission for an autopsy on the mortal remains of the Insured Person;
d) furnish the Underwriters with all official certificates or other such legal documents pertaining to the death and the cause of death;
e) if an insurance payment is payable to children of the deceased Insured Person, furnish the Underwriters with official documents proving the children are genuinely descendants of the Insured Person.

3. Section-specific exclusions (*see also* ***General Exclusions***)

Cover will not apply:

a) for an Insured Person who is missing unless official documents acceptable to the Underwriters can be provided which declare that the missing Insured Person is considered to be legally dead;
b) if in the event of death the Insured has no obligation to pay insurance benefit to the Insured Person's dependants under the terms of the Insured Person's employment contract and/or the Collective Bargaining Agreement.

VIII General Conditions

1. Aggregate Limit per ship per Occurrence

Notwithstanding all maximum payment limits outlined in the policy schedule and wording, a maximum insurance benefit per Event per ship applies.

In the event of one Event involving several Insured Persons on the same ship, the maximum payable benefit under all sections above will be USD 5,000,000.

2. Concurrence

No benefit will be payable if the Insured is entitled to any other benefit under which he and/or the Insured Person could have claimed compensation had this insurance not existed. In this circumstance, the Underwriters will pay only the balance not satisfied by other contracts or agreements. In that instance, the Insured and the Insured Person are required to furnish the Underwriters with all relevant information regarding these other contracts or agreements.

IX Definitions

Wherever the following words appear in this Insurance they shall have the following meanings:

A.M.A.-guide:

Guides to the Evaluation of Permanent Impairment. This is a publication of the American Medical Association (A.M.A.) providing precise criteria used in assessing Disability. The edition of the guide used by Underwriters is stated in the Schedule..

Accident:

Means a sudden, violent, unexpected, unusual, external, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling. The term 'accident' also refers to:

a) acute poisoning caused by the sudden and unintended inhaling and/or swallowing of gases, fumes, liquid or solid substances, other than poisoning by the use of medicine, alcoholic beverages, narcotics or stimulants and other than swallowing allergens;
b) infection by germs (pathogenic organisms) or an allergic reaction if this infection or reaction is directly and exclusively caused by an unintended fall into water or in any other substance, or is caused by entering this water or substance in an attempt to save people, animals or things;
c) the unintended and sudden inhaling and/or swallowing of substances or objects into the digestive tract, the respiratory tracts, the eyes or the ears leading to internal injury, except for the entering of germs or allergens;
d) asphyxiation, drowning, freezing, sunburn, sunstroke and heat stroke;
e) exhaustion, starvation and dehydration caused by unforeseen circumstances;
f) wound infection or blood poisoning by the entry of germs as a direct and exclusive consequence of an injury caused by an insured accident;
g) complications or worsening of the accident or injury directly and exclusively caused by first aid or by the medical treatment made necessary as a result of the accident;
h) muscle strain, blistering, wrenching, dislocation, straining and spraining, if these injuries have been caused suddenly and on condition that the nature and location thereof can be objectively established on medical grounds.

Assistance Company:

The entity designated by Underwriters to provide assistance services and claims handling. Their contact details are listed in the Claims Procedure.

Charge:

Means the cost of providing the plan benefits. Such costs must not exceed the general level of Charges and be Usual, Reasonable and Customary as determined by the Underwriters for such a service or item when provided in the same general area under similar or comparable circumstances.

Children:
Unmarried child who is dependent upon the Insured Person for their main care or support and who is either living at home with the Insured Person or is in full-time education elsewhere. Includes natural born child, legally adopted child, adopted child or stepchild, up to the age stated in the policy schedule.

Claims Procedure:
Means the document which provides instructions to follow in the event of a claim, including the contact details for the Assistance Company.

Collective Bargaining Agreement:
The document laying out the terms and conditions of employment, as negotiated between the employer (or group of employers) and the representatives of the employees, such as a union.

Country of Residence:
Means the country in which the Insured Person normally lives whilst not working. The Country of Residence will be accepted to be the country declared in the census report and/or on the Individual Employment Contract.

Crew Roster
List to be provided for each vessel which states the rank, type of employment contract and salary associated with all crew who are employed and to be covered at any one time. Salary information is only necessary when Temporary Disability cover is required.

Date Of Loss:
The date of loss will be the date of the Accident in respect of Injury, the date of the first medical consultation in respect of an Illness and the date of death in respect of Section E.

Deductible:
Means the first amount of each and every loss that the Insured or Insured Person shall pay

Dental expenses:
The necessary Medical Expenses incurred by Physicians' and dentists' fees for dental examinations and treatment to the natural teeth and the Prescription Drugs, dental aids and the X-rays needed for the treatment.

Disability:
Means that the Insured Person is prevented from carrying out the duties of their usual occupation with the Insured as a result of an Illness or Injury occurring during the Period of Insurance.

Elimination Period:
Also known as the waiting period. The initial period, as specified in the Schedule, of Temporary Disability or Permanent Disability for which no benefit is payable under the Insurance.

Event:
All Occurrences arising out of and directly occasioned by one sudden, unexpected, unusual, and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 24 consecutive hours and within a 10 nautical mile radius. No Occurrences occurring outside such period and/or radius shall be included in that Event.

Family Member:
Means Spouse, Children, grandchildren, parents (including stepparents, foster parents), grandparent, siblings and in-laws (siblings, parents and grandparents).

Hospital:
Means an institution which:

a) provides 24-hour continuous service to confined patients.
b) provides, as its chief function, diagnostic and therapeutic services and care of injured or sick persons.
c) has a professional staff of one or more licensed Physicians and surgeons to provide or supervise its services at all times.
d) provides general Hospital and major surgical facilities and services either;
    i. on its own premises or
    ii. in a facility available to it on a pre-arranged basis.
e) provides 24-hour nursing services by and under the supervision of a registered graduate nurse on a regular and continuous basis.
f) is operated in accordance with the laws of the jurisdiction in which it is located and
g) is legally licensed as a medical or surgical Hospital in the country in which it is located.

Hospitalisation:
Admission for a minimum of 24 hours into a hospital or rehabilitation centre for Medically Necessary care and/or nursing.

Illness:
Means a bodily disorder, a disease, a Mental or Nervous Disorder which first manifests itself while this Insurance is in force.

Individual Employment Contract:
The document laying out the terms and conditions of employment, as agreed between the Assured and the Covered Person.

Injury:
Means bodily Injury caused by Accident which has occurred while this Insurance is in force.

Insurance:
Means the contract of insurance with all terms and conditions of the insurance contract including the Schedule with any amendments defined therein and the Claims Procedure. The Insurance, with any endorsements therein constitute the entire agreement between the Underwriters, the Insured and the Insured Person.

Insured :
The employer who has entered into the contract of insurance with Underwriters.

Insured Person:
The crew member employed by the Insured who for a specific period performs work against payment of wages on the basis of an employment contract.

Medical Expenses:
Means expenses necessarily incurred for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies, ambulance hire and other Transport Costs as defined herein.

Medically Necessary/Medical Necessity:
Means services or supplies provided by a Hospital, Physician or other provider which are necessary to diagnose and treat an Illness or Injury and which, as determined by the Underwriters, are:

a) consistent with the symptom or diagnosis and treatment of the patient's Illness or Injury.
b) appropriate with regard to standards of acceptable medical practice.
c) not solely for the convenience of the Insured or Insured Person, the Physician, the Hospital, or other providers and
d) the most appropriate supply or level of service which can safely be provided to the patient.

Occurrence:
Means an accident resulting in Injury occurring or an Illness manifesting itself to an Insured Person during the Period of Insurance.

Permanent
Means lasting for the duration of the Elimination Period for Permanent Disability as specified in the Schedule and at the end of that time being without prospect of improvement.

Physician:
Means a person who:

a) is a qualified licensed doctor of medicine or
b) is any other licensed health care provider who is required to be recognised as a Physician and
c) is acting within the scope of his/her licence;
d) is not the Insured Person or part of the Insured Person's Immediate Family and
e) is a registered medical practitioner.

Pre-existing condition
Means the existence of symptoms which would cause a reasonable person to seek diagnosis, care or treatment, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within the last twelve (12) months preceding the effective date of coverage under this Insurance.

Prescription Drugs
Are medications whose sale and use are legally restricted to the order of a Physician or dentist and which can only be obtained with a Physician's or dentist's written prescription.

Rehabilitation centre:
A centre for treatment during or after an Illness and/or Injury which is authorised at the place of the treatment and is generally recognised accordingly by the official, legally competent authorities. The treatment should be aimed at preventing, reducing or overcoming a Disability caused by disorders or impairments in mobility, or a Disability caused by a central nervous disorder leading to loss of the power of speech function, cognition or behavioural restrictions.

Repatriation / Repatriate(d):
The transport of the sick or injured Insured Person back to their Country of Residence.

Spouse
Means a person who is living with the Insured Person in a conjugal relationship, whether or not they are legally married to each other, and includes persons who are the same or opposite sex of the Insured Person.

Temporary disability:
Means that the Insured Person is temporarily prevented from carrying out the duties of their usual occupation with the Insured as a result of a Illness or Injury occurring during the Period of Insurance. Such Disability will be considered Temporary where it is not beyond reasonable hope for improvement

such that the Insured Person could resume their occupation with the Insured in due course. Underwriters will assess the Disability on the basis of the terms laid down in the Individual Employment Contract or the Collective Bargaining Agreement and the duties listed in the job description.

Terrorism:
Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Transport Costs:
Medically Necessary transportation of the Insured Person by air, land or sea, except by public transport.

Underwriters:
Certain underwriters at Lloyd's. 100% AUW 609 in respect of Sections of Cover A, B, C and D; 100% AFB 3622 in respect of Section of Cover E. This shall also refer to any administrator appointed by Underwriters and acting on their behalf.

Usual, Reasonable & Customary
Means the Usual, Reasonable and Customary cost for covered Charges in the area in which such Charges were incurred. At no time will this Insurance pay an amount higher than the Usual, Reasonable and Customary rates for a specific area.

X Complaints Procedure
Should the Insured be dissatisfied with any aspect of this insurance or the service provided, they may in the first instance write to:-

Noord-Nederlandse Assurantiemakelaars B.V.
P.O. Box 5088
9700 GB Groningen
Netherlands
Tel: +31 50 537 0590
Fax: +31 50 537 0591

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the complaints department at Lloyd's to review your case without prejudice to your rights in Law.

Lloyd's Policy Holder and Market Assistance Department, Lloyd's, One Lime Street, London, England EC3M 7AH
Tel: +44 20 7327 5693
Fax:+44 20 7327 5225
Email: complaints@lloyds.com

XI Data Protection
All personal information about an individual will be treated as private and confidential (even after expiry of cover) except where the disclosure is made at that individual's request, with their consent, in relation to arranging their insurance, handling a claim, or where we are required to by law. Some or all of the

information supplied to us in connection with the insurance policy will be held on a computer and may be passed to claims handling companies for claims purposes. Under relevant data protection law, any individual has a right of access to see personal information about them that is held in our records. In the event of any queries, the Insured should contact **Marine Benefits AS** at the address below.

Marine Benefits AS
29th Floor, Pacific Star Bulding Sen
Gil Puyat Ave. Cor. Makati Ave
Makati City, 1227 Philippines
Tel: +632 753 4442
Tel: +632 822 5102
Skype: mbasmanila
Email: mbasmanila@marinebenefitsas.com

XII Sanction and Limitation Exclusion

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

XIII Several Liability Clause

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)