

# Extended Crew Cover

Covering crew and personnel beyond standard P&I cover





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

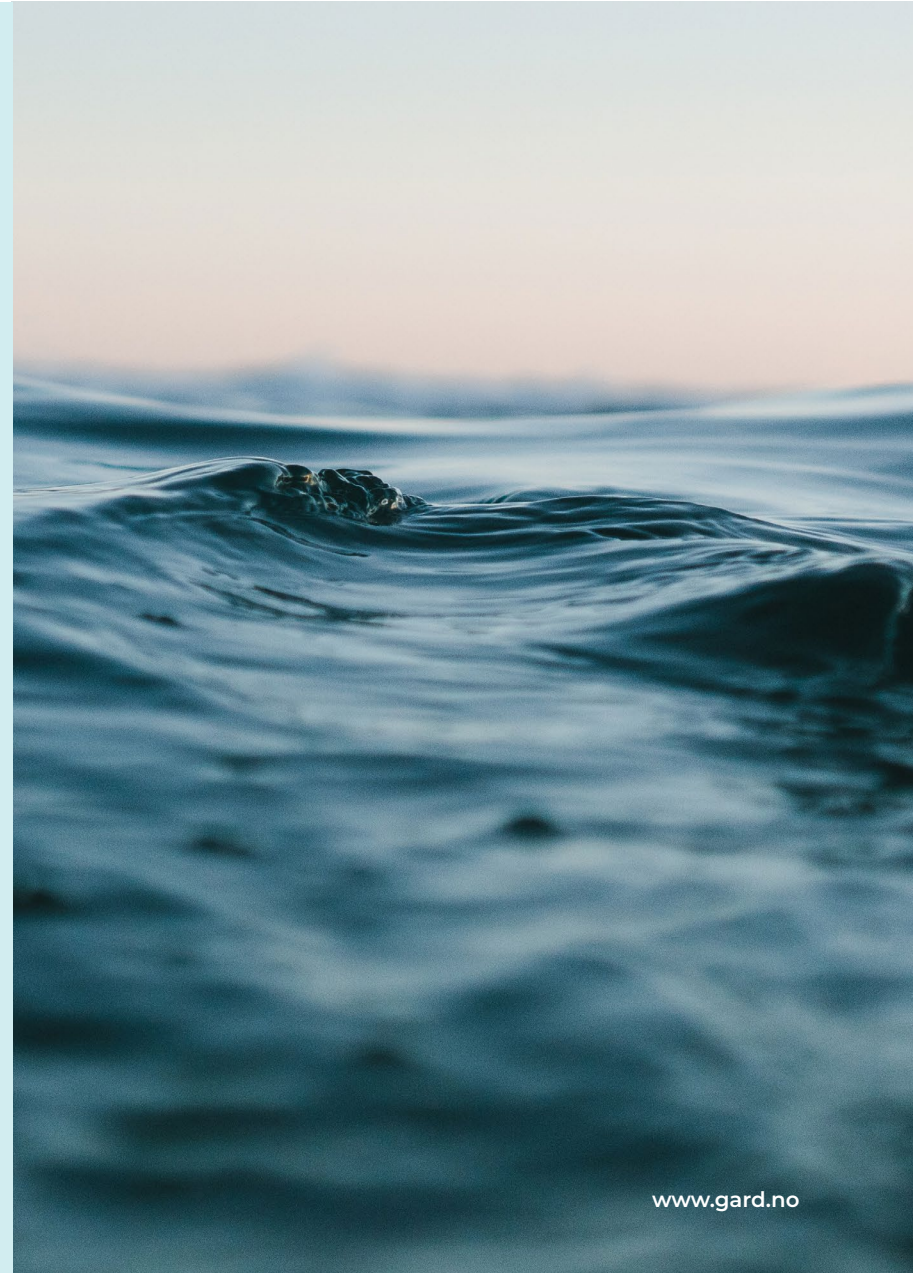
# Providing the widest range of risk solutions

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.

Gard's extended crew cover responds to employer's liabilities in respect of crew and personnel, for third party liabilities incurred by the crew and personnel, as well as injury or death of a crew member's family. The cover responds to a wide range of liabilities beyond standard P&I insurance.

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



# Scope of cover

*Our extended crew cover responds to employer's liability for crew and personnel that fall outside standard P&I insurance.*

## **Liabilities in respect of crew and personnel**

- Crew who are off duty (not permanently employed).
- Crew who are on standby duty waiting to be ordered on board.
- Crew and personnel who are attending or are in transit to courses, seminars etc. at the request of the assured whilst not under a contract of employment.
- Crew/personnel attending a ship not entered with the insurer under standard P&I on behalf of the assured (including travel to/from the ship).
- Crew and personnel remaining on board a ship not entered with insurer under standard P&I cover.
- Crew and personnel temporarily carrying out work on board, and travelling to and from a ship not being entered with the insurer under standard P&I.

## **Third party liabilities incurred by the crew or personnel**

- Where the crew is indemnified by the assured and the liability has arisen because of acts or omissions by crew or personnel. Cover is effective only if the terms of indemnification have been pre-approved by the Association.

## **Assured's reimbursement of fines imposed on crew (by special agreement only)**

- By any court, tribunal or other authority of competent jurisdiction arising from act, default or omission committed by the crew.

# Scope of cover

## Liabilities in respect of injury, illness or death of crew member's spouse and children

- Cover exists if the assured's liability has arisen under a contract pre-approved by the Association.

## Extra costs of crew detention (by special agreement only)

- When detention is ordered by a court or tribunal or any other legally empowered authority for the purpose of investigating a casualty/event.

## Who can be covered?

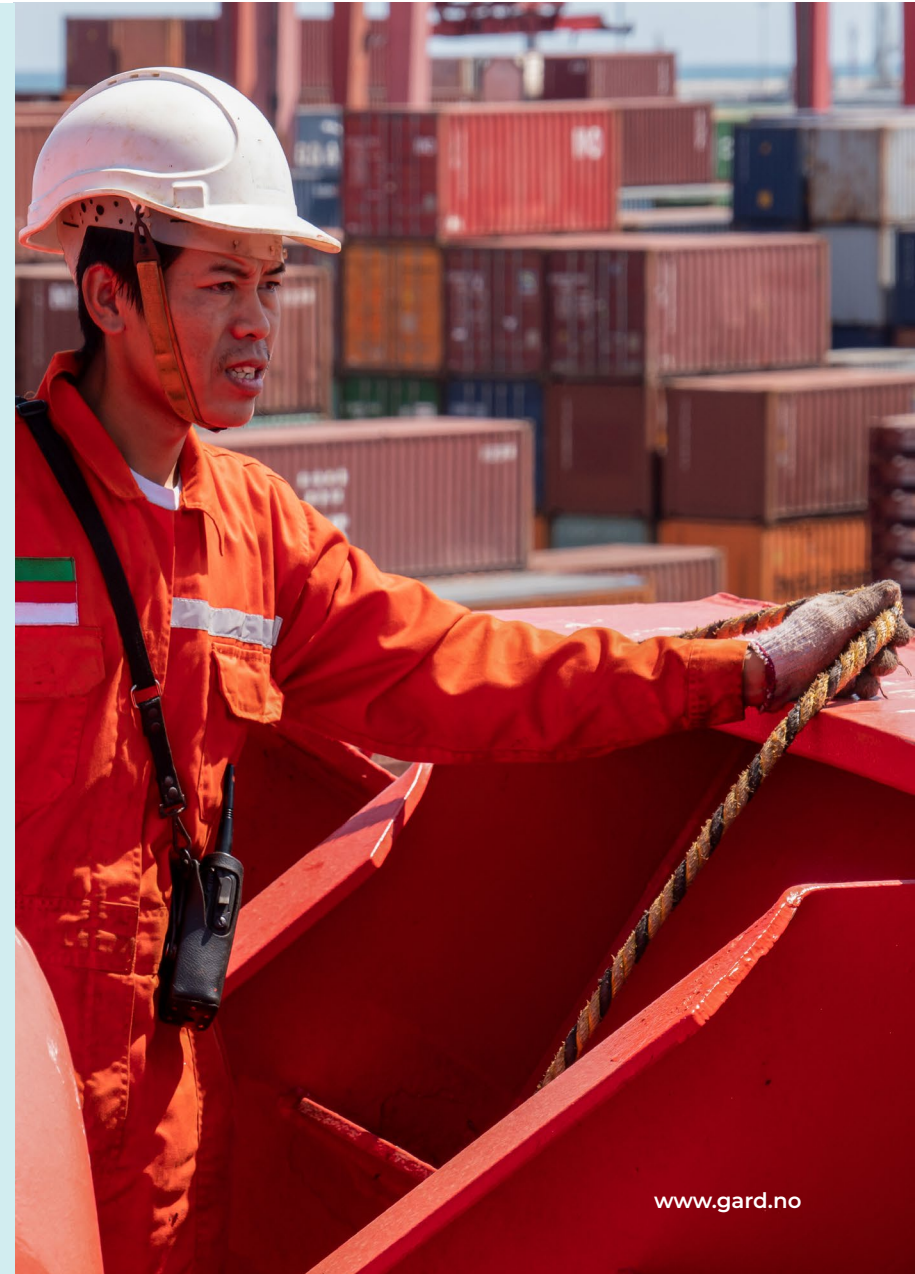
- Gard clients.

## Limit of cover

- USD 10 million per event (higher limits by special agreement).

## Important exclusions

- No cover for other professional activities of the crew and/or personnel on leave.
- Liability for professional divers are excluded.



# Case studies

## **Crew member injured on way to training course while on leave**

A Filipino crew member has completed a contract of employment and travelled home. He has an agreement with the ship management company to renew his contract after a period of leave. During his time at home, he is asked to attend a training course in Manila. On his way to the course he is involved in a traffic accident and suffers severe injuries.

### **The Gard solution**

If the ship manager has taken on liability to cover illness, injury, disability or death of crew members while not under a contract of employment, he will be protected under the extended crew cover.

## **Liability to third parties as a result of acts of employed personnel**

A chief engineer is on board a new ship as it is being constructed. The engineer makes a mistake and a piece of heavy machinery falls into the engine room. A shipyard worker is seriously injured and the engine room equipment is damaged. The worker turns to his employer for compensation under the terms of his

employment contract, while the yard pursues a claim against the shipowner. Before the engineer started his work the shipowner had given an indemnity to the yard (based on strict liability).

### **The Gard solution**

The shipowner's liability towards the yard regarding personal injury and property damage will be covered by the extended crew cover if the indemnity has been approved by Gard. Further, the shipowner's legal costs incurred in connection with the claim will be covered.

## **Death of crew member's spouse**

The spouse of a Filipino crew member dies in a traffic accident. The ship manager's extended crew cover includes the optional extension for the crew's family, and according to the terms of employment the crew member is entitled to compensation in the case of accidental death of his spouse.

### **The Gard solution**

The extended crew cover is dovetailed to the terms of employment, and the ship manager's liability is covered



# We are here to help



**1907**  
founded in Arendal,  
Norway



**Mutual ownership**  
Owned by shipowner  
members



**Marine & Energy**  
Offer hull, loss of hire,  
IV and various energy  
insurances



**P&I**  
Leading P&I club, with  
large range of additional  
covers



**A+**  
All insurance carriers



**Global network**  
13 offices, 600+ employees,  
400+ correspondents

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