

# STANDARD SHIP, YACHT AND CREW MANAGEMENT ENDORSEMENT

## (a) Declaration of ships

This insurance covers the management of only those ships declared by you to the Club and accepted by the Club. If you wish any additional ships to be covered by this insurance, you must declare those ships to the Club and the Managers shall be entitled to accept such additional declaration (and to charge an additional premium if required) or to reject such declaration in its absolute discretion.

## (b) Contracting

Unless otherwise agreed in writing by the Club, your management services are insured on the basis that your contract(s) is(are) deemed to be on terms no more onerous than those of the BIMCO Shipman 2009 form or subsequent versions of such form (or where separately contracting as a crew manager, either Crewman A 2009 or Crewman B 2009 forms as applicable or any subsequent version of such forms). This includes, but is not limited to, your liability being on terms no more onerous than clause 17 of Shipman 2009 (or clause 14 of Crewman A 2009 or clause 13 of Crewman B 2009 as applicable) or later equivalent clauses. Should your contract(s) be on terms more onerous, cover will, in each case, be at the discretion of the Managers.

## (c) Co-assurance

- (i) It is a condition of this insurance that you shall be named as a co-assured in all insurances taken out in respect of any ship under your management.

Such insurances must include but are not limited to:

- (1) full P&I cover provided under the Rules of a P&I Club which is a member, or which is reinsured by a member, of the International Group of P&I Clubs and
- (2) hull policies on terms equivalent to those of Lloyd's Marine Policy MAR Form 91 with the attached Institute Time Clauses Hulls 1/11/95 clause 280.

Subject to the absolute discretion and written permission of the Managers of the Club, such insurances may alternatively be with an insurer having a Standard & Poor rating of A minus or above.

- (ii) In relation to any liability to which any of such other insurance applies, this insurance shall take effect, if at all, as excess cover only, notwithstanding any provision of the other insurance to the contrary and provided always that such other insurance is valid and effective.
- (iii) For the avoidance of doubt, it is also understood and agreed that this insurance shall not extend to cover any deductible which applies in relation to any such other insurances in which you are named.
- (iv) In relation to your insured service as a crew manager and notwithstanding the provisions of paragraph (i), it is a condition of this insurance that you shall use your best endeavours to be named as a co-assured in all insurances taken out in respect of any ship for which you are the crew manager. All other terms and conditions in paragraphs (i) to (iii) above remain unchanged.

## (d) Exclusions

- (i) You are not insured for any risk arising directly or indirectly for any claims by or on behalf of crew that are, have been, or will be engaged, employed, or deemed to be employed by you, or by their dependants or relatives for death, injury or illness or for any matter relating to their employment including but not limited to wages, social security, redundancy monies, sickness benefit, travelling costs or repatriation costs.

- (ii)** You are not insured for any risk arising directly or indirectly from industrial disputes of any kind, including but not limited to strikes, boycotts and blacking of ships under your management unless it is conclusively proved that such activity was instigated by a crew member engaged by you, that it was instigated unreasonably by that crew member and that there was a failure by you to exercise due care and diligence in relation to the engagement of such a person.
- (iii)** Unless and to the extent that the Managers otherwise decide, you are not insured for any risk arising out of any breach of the rules, recommendations, and requirements of the Classification Society with which the ship under your management is classed unless such risk arose solely as a result of your negligence.
- (iv)** You are not insured for any risk arising directly or indirectly from the supply of goods or products (including but not limited to bunkers) to ships under your management, unless such risk arose solely as a result of your negligence in arranging the supply as an agent. Please also note Rule 13.5 (products liability and defective workmanship exclusion).
- (v)** You are not insured for any risk arising directly or indirectly due to the consequences of commercial misjudgement whether in contract or in tort.
- (vi)** Unless and to the extent that the Managers otherwise decide, you are not insured for any risk if, contrary to the requirements of the ISM Code (pursuant to IMO Resolution A741(18)) and the regulations of the ship's flag state, the ship is not properly ISM certified.