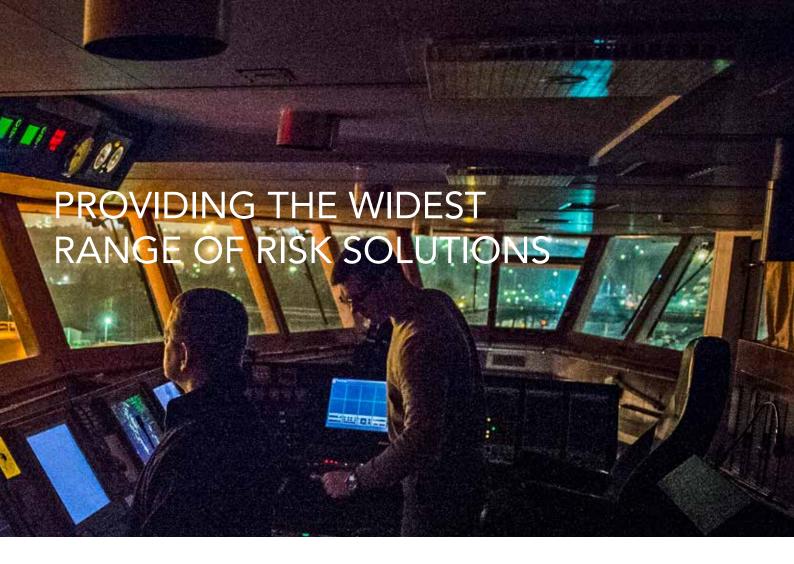






IN A WORLD OF INCREASING COMPLEXITY, GARD'S OBJECTIVE IS TO HELP OUR MEMBERS AND CLIENTS MANAGE THE TOTALITY OF THEIR EXPOSURES – BOTH TO EXISTING AND DEVELOPING RISKS.



Dedicated duty phones in all offices



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) under "Covering risks", or from your usual contact.



Crew on standby duty, waiting to be ordered on board



# 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.

### 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 preapproved by the Association.

# 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 preapproved 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.

# 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.

## Important exclusions

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

#### Limit of cover

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

Crew or personnel in transit to seminars or training courses





Illness, injury, disability or death whilst on leave



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

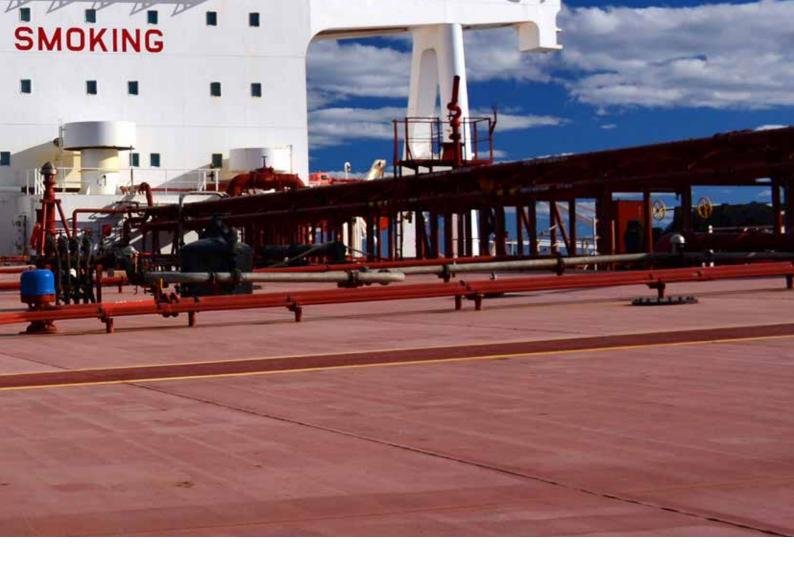
A Filipino crew member has completed a contract of employment and travelled home. He has an agreement with the ship management company to renew his contract after a period of leave. During his time at home, he is asked to attend a training course in Manila. On his way to the course he is involved in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

The wife 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 his 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 Liability to third parties due to acts of employees





#### **Lingard Limited**

Trott & Duncan Building 17A Brunswick Street Hamilton HM 10 Bermuda PO Box HM 3038 Hamilton HM NX Bermuda Tel: +1 441 292 6766

Email: companymail@lingard.bm

#### Gard AS

Kittelsbuktveien 31 NO-4836 Arendal PO Box 789 Stoa NO-4809 Arendal Norway

Tel: +47 37 01 91 00 Email: companymail@gard.no

#### Gard AS

Skipsbyggerhallen Solheimsgaten 11 NO-5058 Bergen Norway Tel: +47 37 01 91 00

Email: companymail@gard.no

#### **Gard AS**

Støperigata 2

Aker Brygge

NO-0250 Oslo PO Box 1271 Vika NO-0111 Oslo Norway Tel: +47 37 01 91 00

Email: companymail@gard.no

#### Oy Gard (Baltic) Ab

Bulevardi 46 FIN-00120 Helsinki Finland Tel: +358 30 600 3400 Email: gardbaltic@gard.no

#### Gard (Greece) Ltd

2, A. Papanastassiou Avenue 185 34 Kastella Piraeus Greece Tel: +30 210 413 8752

Email: gard.greece@gard.no

### Gard (HK) Limited

Room 3505, 35/F The Centrium 60 Wyndham Street Central Hong Kong Tel: +852 2901 8688 Email: gardhk@gard.no

# Gard (Japan) K.K.

Kawade Building, 5F 1-5-8 Nishi-Shinbashi Minato-ku Tokyo 105-0003 Japan

Tel: +81 3 3503 9291 Email: gardjapan@gard.no

#### Gard (Japan) K.K.

Vogue 406, 3-9-36 Higashimura, Imabari-city, Ehime 799-1506 Japan

Tel: +81 898 35 3901 Email: gardjapan@gard.no

#### Gard (Singapore) Pte. Ltd.

72 Anson Rd #13-02 Anson House Singapore 079911 Singapore

**Tel:** +65 3109 1800 Email: gardsingapore@gard.no

#### Gard (Sweden) AB

Västra Hamngatan 5 SE-41117 Gothenburg Sweden Tel: +46 31 743 71 30

Email: gardsweden@gard.no

# Gard (UK) Limited

85 Gracechurch Street London EC3V 0AA United Kingdom Tel: +44 20 7444 7200 Email: garduk@gard.no

### Gard (North America) Inc

30 Broad Street New York NY 10004-2944 USA

Tel: +1 212 425 5100 Email: gardna@gard.no

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A large claims organisation with industry experts



