



▶ **FISHING PERSONAL ACCIDENT COVER**

BASIC



SHIOWNERS



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BASIC

Important notice: this is an optional cover which is not intended to be a substitute for compulsory state personal accident and/or compensation schemes.

This Personal Accident insurance policy is a contract between the insurer and the Assured and is made up of:

- The current Certificate of Insurance which includes the schedule of compensation.
- Any endorsements or extensions to the Certificate of Insurance.
- The scale of permanent disabilities by *accident*.
- The terms and conditions herein.

We the insurer hereby agree with the Assured, to the extent and in the manner herein provided, that if the insured person sustains *bodily injury* during the period of this insurance, we will pay to the Assured, or to the Assured's executors or administrators, in accordance with the schedule of compensation, after the total claim shall be substantiated under this insurance.

Provided always that:

1. Compensation shall not be payable under more than one of the included items in the schedule of compensation in respect of the consequences of one *accident* to any one insured person.
2. The total sum payable under this insurance in respect of any one or more claims in respect of any one insured person shall not exceed, in all, the largest sum insured under any one of the included items contained in the schedule of compensation or added to this insurance by endorsement.
3. If an *accident* causes the death of the insured person within 12 months following the date of the *accident* and prior to the definite settlement of the compensation for disablement provided for under item 2 of the schedule of compensation (permanent disablement), there shall be paid only the compensation provided for in the case of death.
4. Compensation shall only be payable under included items in the schedule of compensation if:
 - a. Under item 1 (accidental death), death occurs within 12 months of the *accident*.
 - b. Under item 2 (permanent disablement), loss occurs within 12 months of the date of the *accident*.

Exclusions

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon, or contributed to by:

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
2. Radioactive contamination.

3. The insured person engaging in or taking part in:
 - a. Naval, military or air force service or operations.
 - b. Rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race.
 - c. Driving or riding on motor cycles.
4. The insured person engaging in *air travel* except as a passenger in a properly licensed aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
5. Suicide or attempted suicide or intentional self-injury or the insured person being in a state of insanity.
6. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the insured person's own criminal act, or the insured person being under the influence of alcohol or drugs (other than drugs prescribed to the insured person by a qualified medical practitioner).
7. Regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of 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. If the insurer alleges that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

Conditions

1. If an insured person shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this insurance without first notifying the insurer and obtaining their written agreement to the amendment of this insurance (subject to the payment of such additional premium as the insurer may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any *accident* arising therefrom.

2. If the consequences of an *accident* shall be aggravated by any condition or physical disability of the insured person which existed before the *accident* occurred, the amount of any compensation payable under this insurance in respect of the consequences of the *accident* shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
3. Notice must be given to the insurer as soon as reasonably practicable of any *accident* which causes or may cause disablement within the meaning of this insurance, and the insured person must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the insurer as soon as reasonably practicable in the event of the death of an insured person resulting or alleged to result from an *accident*.

It is a condition precedent to insurer's liability to pay compensation to the Assured or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the insurer and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of an insured person.

4. If the Assured makes a fraudulent claim under this insurance contract, the insurer:
 - a. Is not liable to pay the claim.
 - b. May recover from the Assured any sums paid by the insurer to the insured in respect of the claim.
 - c. May by notice to the Assured treat the contract as having been terminated with effect from the time of the fraudulent act.
5. If the insurer exercises its right under clause (4) (c) above:
 - a. The insurer shall not be liable to the Assured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever would otherwise have given rise to the insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim).
 - b. The insurer need not return any of the premiums paid.

Fraudulent claims – group insurance

6. As this insurance contract provides cover for persons who are not a party to the contract ('insured persons'), should a fraudulent claim be made under the contract by or on behalf of an insured person, the insurer may exercise the rights set out in clause (4) above as if there were an individual insurance contract between the insurer and the insured person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Definitions

When used in this policy, the following words have a special meaning assigned to them, as follows:

Accident means a sudden, unexpected, unusual, 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.

Air travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

Bodily injury means identifiable physical injury which:

- a. Is caused by an *accident*, and
- b. Solely and independently of any other cause, except *illness* directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the insured person within 12 months from the date of the *accident*.

In the event of disappearance of the insured person, if after a suitable period of time (and in any event not more than 60 days) it is reasonable to believe death has occurred as a result of *bodily injury*, item 1, will become payable subject to a signed undertaking by or on behalf of the Assured that if the belief is subsequently found to be wrong, such benefit will be refunded to the insurer.

Death or disablement caused as a direct result of exposure to the elements will be deemed to have been caused by *bodily injury* for the purposes of this insurance.

Conveyance limit means the maximum amount which the insurer will pay in respect of *bodily injury* arising from insured persons travelling in the same conveyance. Where this limit is exceeded, the liability of the insurer in respect of each insured person travelling in such conveyance will be proportionately reduced until the total does not exceed this limit.

Loss of limb(s) means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Permanent total disablement means disablement which entirely prevents the insured person from attending to any business or occupation of any and every kind and which lasts 12 months and at the expiry of that period is beyond hope of improvement.

Words in the masculine gender shall include the feminine.

Governing Law

Your policy is governed by and will be construed in accordance with English law. In particular, it is subject to and incorporates the provisions of the Marine Insurance Act 1906 and the Insurance Act 2015 and all amendments thereto except to the extent that such Act or modification may have been excluded by this policy or any contract of insurance between the insurer and any insured party. It is not intended that rights should be acquired by any third party through the operation of the Contracts (Rights of Third Parties) Act 1999 or similar legislation.

Dispute resolution

In the unlikely event that the insurer cannot resolve a complaint satisfactorily, the matter will be referred to arbitration in London, one arbitrator to be appointed by the insurer, one by the Assured and a third to be appointed by the arbitrators. The reference to arbitration and the arbitration proceedings themselves will be subject to the provisions of the Arbitration Act 1996 and any statutory modification or re-enactment thereof.

Material facts

The Assured has a duty to make a fair presentation of the risk, by disclosing all material matters which the Assured knows or ought to know or, failing that, by giving the insurer sufficient information to put the insurer, as a prudent insurer, on notice that the insurer need to make further enquiries in order to reveal material circumstances.

Complaints

If the insured person or the Assured's executors or administrators are unhappy about the handling of a claim or any other aspect of the insurance, please contact the insurer. Details of the insurer's complaints handling policy are detailed on the website at:

www.shipownersclub.com

Claims

24/7 EMERGENCY CONTACT

The claims response service is available 24 hours a day, 7 days a week and provides immediate global assistance to all of our Members.

Calling the emergency contact number provides a quick and effective way to speak directly to a duty Shipowners' claims handler in the event of an incident or casualty involving an entered vessel.

London Branch

+44 203 829 5858

Singapore Branch

+65 8683 3190

During office hours the emergency number will redirect to the relevant corresponding office switchboard.

Alternatively, please contact our regional offices using the following contact details:

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F +44 207 480 5806

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W www.shipownersclub.com

Singapore

T +65 6593 0420

F +65 6593 0449

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Please provide:

1. The name of the vessel the insured person is signed on to.
2. Details of the *accident* including the date, time and location of when and where it occurred.
3. Details of the insured person who is injured and their current status and location.
4. Contact telephone numbers where we can call you.

Immediate advice and local assistance is also available from our Correspondents who are listed at:

www.shipownersclub.com/correspondents

SCALE OF PERMANENT DISABILITIES BY ACCIDENT

The percentage of the sum insured under item 2 in respect of permanent disablement shall be as follows:

Permanent total disablement

Total loss of sight of both eyes	100%	Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40%	30%
Total incurable insanity	100%	Total paralysis of the median nerve	45%	35%
Loss of both arms or both hands	100%	Total paralysis of the radial nerve at the torsion cradle	40%	35%
Complete deafness of both ears, of traumatic origin	100%	Total paralysis of the forearm radial nerve	30%	25%
Removal of the lower jaw	100%	Total paralysis of the hand radial nerve	20%	15%
Loss of speech	100%	Total paralysis of the cubital nerve	30%	25%
Loss of one arm and one leg	100%	Anchylosis of the wrist in favourable position (straight and in pronation)	20%	15%
Loss of one arm and one foot	100%	Anchylosis of the wrist in unfavourable position (flexion or strained extension or supine position)	30%	25%
Loss of one hand and one foot	100%			
Loss of one hand and one leg	100%			
Loss of both legs	100%	Lower limbs		
Loss of both feet	100%	Amputation of thigh (upper half)		60%

Permanent partial disablement

Head

Loss of osseous substance of the skull in all its thickness		Amputation of thigh (lower half) and leg		50%
surface of at least 6 sq cm	40%	Total loss of foot (tibio-tarsal disarticulation)		45%
surface of 3 to 6 sq cm	20%	Partial loss of foot (sub-ankle-bone disarticulation)		40%
surface of less than 3 sq cm	10%	Partial loss of foot (medio-tarsal disarticulation)		35%
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	40%	Partial loss of foot (tarso-metatarsal disarticulation)		30%
Loss of one eye	40%	Total paralysis of lower limb (incurable nerve lesion)		60%
Complete deafness of one ear	30%	Complete paralysis of the external popliteal sciatic nerve		30%

Upper limbs

	Right	Left		
Loss of one arm or one hand	60%	50%	Complete paralysis of the internal popliteal sciatic nerve	20%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%	40%	Complete paralysis of two nerves (popliteal sciatic external and internal)	40%
Total paralysis of the upper limb (incurable lesion of the nerves)	65%	55%	Anchylosis of the hip	40%
Total paralysis of the circumflex nerve	20%	15%	Anchylosis of the knee	20%
Shoulder anchylosis	40%	30%	Loss of osseous substance from thigh or both bones of the leg (incurable condition)	60%
Elbow anchylosis			Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%
in favourable position (15 degrees round the right angle)	25%	20%	Loss of osseous substance of the knee-pan while the movements are preserved	20%
in unfavourable position	40%	35%	Shortening of the lower limb by at least 5cm	30%
			Shortening of the lower limb by 3 to 5cm	20%
			Shortening of the lower limb by 1 to 3cm	10%

Permanent disabilities by *accident* not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the insured person not being taken into consideration.

The partial or total 'functional' disablement, not specifically dealt with in the scale of permanent disabilities by *accident*, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same *accident* is arrived at by adding together the various sums, but shall not exceed the total sum insured under item 2 (permanent disablement), of the schedule of compensation.

If the insured person is left-handed and has specifically mentioned this on the proposal form, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

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