

ROW 129

CREW PROTECTION AND INDEMNITY INSURANCE – WAR

- (A) Crew War Liabilities (Master, Officers, Seamen, and other Members of the Crew)
- (B) War Liabilities in respect of other persons employed in any capacity, whatsoever by the Assured or others in, on or about or in connection with the insured vessel or her cargo, materials or repairs.

1. This insurance covers
 - (a) subject to the limits specified in Clause 3 hereof, but Costs and Sue and Labour expenditure as below in addition, loss, liabilities and expenses which would, either conditionally, be recoverable under the 1985 Rules of the West of England Steamship Owners Mutual Protection and Indemnity Association (Luxembourg), (irrespective of whether the property hereby insured is in fact entered in that Association) but for the operation of Rule 14 (Liability excluded for War Risks) of the said Association. When Sue and Labour expenditure has been insured (being expenditure reasonably incurred for the purpose of averting or minimising any loss, liability or expense covered by this insurance) with the consent of Underwriters, the Underwriters will also pay their proportion of any costs and expenditure so incurred.
 Provided always that for the purpose of assessing any amount recoverable hereunder, the Rules of the said association shall be deemed to exclude :
 - (i) Rule 18 : (the rule relating to double insurance)
 - (ii) Rule 5 : (the so-called Omnibus Rule)
 - (iii) Any Rule or Provision imposing any deductible or franchise or any limit of liability as regards the amount recoverable from the Association.
 - (b) Claims in respect of Crew Members who are captured or detained consequent upon a risk specified in the Free of Capture and Seizure Clause.
2. All customary and currently used Contracts and Indemnities deemed to be approved and covered hereunder. Any other Contract and Indemnity at Additional Premium to be agreed.
3. Limit USD per capita or equivalent in other currencies but schedule of compensation as follows.

SCALES OF PERMANENT DISABILITIES

The percentage of the sum insured in respect of Permanent Total or Permanent Partial Disablement shall be as follows :

PERMANENT TOTAL DISABLEMENT

Total Loss of sight of both eyes.....	100 %
Total incurable insanity.....	100 %
Loss of both arms or both hands.....	100 %
Complete deafness of both ears, of traumatic origin.....	100 %
Removal of lower jaw.....	100 %
Loss of speech.....	100 %
Loss of one arm and one leg.....	100 %
Loss of one arm and one foot.....	100 %
Loss of one hand and one foot.....	100 %
Loss of one hand and one leg.....	100 %
Loss of both legs.....	100 %
Loss of both feet.....	100 %

PERMANENT PARTIAL DISABLEMENT

HEAD

Loss of osseous substance of the skull in all its thickness	
Surface of at least 6 sq. cm.....	40 %
Surface of 3 to 6 sq. cm.....	20 %
Surface of less than 3 sq. cm.....	10 %
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone.....	40 %
Loss of one eye.....	40 %
Complete deafness of one ear.....	30 %

UPPER LIMBS

Loss of one arm or hand.....	RIGHT.....LEFT
	60 %.....50 %

Considerable loss of osseous substance of the arm (definite and incurable lesion).....	50 %	40 %
Total paralysis of the upper limb (incurable lesion of the nerves).....	65 %	55 %
Total paralysis of the circumflex nerve.....	20 %	15 %
Shoulder ankylosis.....	40 %	30 %
Copy ankylosis		
In favourable position (15 degrees round the right angle)	25 %	20 %
In unfavourable position.....	40 %	35 %
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion).....	40 %	30 %
Total paralysis of the median nerve	45 %	35 %
Total paralysis of the radial nerve at the torsion cradle.....	40 %	35 %
Total paralysis of the forearm radial nerve	30 %	25 %
Total paralysis of the hand radial nerve	20 %	15 %
Total paralysis of the cubital nerve.....	30 %	25 %
Ankylosis of the wrist in favorable position (straight and in pronation)	20 %	15 %
Ankylosis of the wrist in unfavorable position (flexion or strained extension or supine position).....	30 %	25 %
Total loss of thumb.....	20 %	15 %
Total loss of thumb (ungula phalanx)	10 %	5 %
Total ankylosis of thumb.....	20 %	15 %
Total amputation of forefinger	15 %	10 %
Amputation of two phalanges of forefinger	10 %	8 %
Amputation of unqual phalanx of forefinger	5 %	3 %
Simultaneous amputation of thumb and forefinger	35 %	25 %
Amputation of thumb and a finger other than forefinger.....	25 %	20 %
Amputation of two fingers other than thumb and forefinger	12 %	8 %
Amputation of three fingers other than thumb and forefinger	20 %	15 %
Amputation of four fingers including thumb.....	45 %	40 %
Amputation of four fingers excluding thumb.....	40 %	35 %
Amputation of the median finger	10 %	8 %
Amputation of a finger other than thumb, forefinger and median	7 %	3 %
 LOWER LIMBS		
Amputation of thigh (upper half)	60 %	
Amputation of thigh (lower half) and leg	50 %	
Total loss of foot (tibio-tarsal disarticulation).....	45 %	
Partial loss of foot (sub-ankle bone disarticulation).....	40 %	
Partial loss of foot (medio-tarsal disarticulation)	35 %	
Partial loss of foot (tarso-metatarsal disarticulation).....	30 %	
Total paralysis of lower limb (incurable nerve lesion)	60 %	
Complete paralysis of the external poplitic sciatic nerve	30 %	
Complete paralysis of the internal poplitic sciatic nerve	20 %	
Complete paralysis of the two nerve (poplitic sciatic external and internal)	40 %	
Anchylosis of the hip	40 %	
Anchylosis of the knee.....	20 %	
Loss of osseous substance from thigh or both bones of the leg (incurable lesion)	60 %	
Loss of osseous substance of the knee-pan with considerable separation of the Fragments and considerable difficulty of movement in stretching the leg	40 %	
Loss of osseous substance of the knee-pan while the movement are preserved.....	20 %	
Shortening of the lower limb by at least 5 cm	30 %	
Shortening of the lower limb by 3 to 5 cm	20 %	
Shortening of the lower limb by 1 to 3 cm	10 %	
Total amputation of all the toes.....	25 %	
Amputation of four toes including big toe.....	20 %	
Amputation of our toes.....	10 %	
Anchylosis of the big toe	10 %	
Amputation of two toes.....	5 %	
Amputation of one toe other than the big toe	3 %	

Anchylosis of the fingers (other than thumbs and forefinger) and of the toes (other than the big toe) shall only entitle to 50 % of the compensation which would be due for the loss of the said members.

4. Permanent disabilities 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.
5. The partial or total "function" disablement, not specifically dealt with in the Schedule of Permanent Disabilities, of a limb or organ is treated like the partial or total loss of the said limb or organ.
6. The total compensation payable in respect of several disablement due to the same accident is arrived at by adding together the various sums, but shall not exceed the total sum insured under the Schedule of Compensation.
7. If the insured person is left-handed and has specially mentioned this prior to attachment, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.
8. Should the vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, this insurance shall, provided previous notice be given to the Underwriters, be held covered at a pro-rata monthly premium to the port of destination, provided always that the Automatic Termination Clauses herein have not been invoked.
9. Notwithstanding anything contained herein to the contrary, in the event of loss or shipwreck of the vessel from any cause prior to the natural expiry time or automatic termination of this policy, this insurance shall continue to cover the liability of the Assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by the Underwriters. Until the crew shall be either discharged or landed at a port or place to which the owners or charterers are obliged to bring them.
10. In the event of the insured vessel being entered for protection and indemnity risks with a Protection and Indemnity Club other than the West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg) then any reference in these clauses to the West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg) and the Rules thereof, shall be deemed replaced by the Protection and Indemnity Club with which the insured vessel is entered and the corresponding Rules thereof.

Should the Club Entry of Insurance for Protection and Indemnity Risks of the vessel omit or exclude any one of the protection granted by the Entry against all Protection and Indemnity Risks with the West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg), then for the purposes of this insurance such omitted or excluded protection shall be deemed included therein. In the event of there being no insurance or Club entry against Protection and Indemnity Risks it is agreed that for the purposes of this insurance the vessel shall be deemed entered for all Protection and Indemnity Risks with the West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg).

11. This insurance is subject always to Institute Notice of Cancellation and War Automatic Termination of Cover – Hulls etc. 1.10.83.