

MasterMariner**Protect** – Application Form

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[illegible]MasterMariner**Protect** – General Conditions

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General Conditions of the Master/Manner[®] Protect (MMP) Benefits Payable Scheme for Demolition & Legal Costs in respect of risks encountered by Shipmasters

In consideration of the payment of the required element of Membership Fees, this MasterMannerProtect Benefit Scheme Contract hereby agrees to reimburse the Participating Member in accordance with the following terms and conditions.

Any word or expression to which specific meaning has been given shall have that meaning wherever it appears in these Master/Partner/Protect Benefits Scheme Conditions.

MasterMannerProtect Benefits Scheme Conditions

Deinhold's, MetastheniProveC: Healthcare related **AMP** - **MMP** Benefits Scheme Administrator; **Later Associates Management Services GmbH**, who issue the Evidence of Benefits Package - **MMP** Benefits Scheme Provider; **Interaction** - Federation of Spondylosis Associations (IFSA); **Member:** Member of a national masters association being member of the IFSA or individual member of the IFSA; **Participating Member:** The Participating Member specified in the Evidence of Benefits; unless otherwise stated, this **MMP** Benefits Scheme Contract only Benefits the interest of the Participating Member - **Bail Scheme:** The Participating Member, having been charged with a criminal offence - the amount stated by the relevant Criminal Court as being

Benitis Shamir Contract - **Litigation**: refers to every type of procedure in the so defined Court, including complex claims and objection procedures. **Period of Benitis Payable**: the period specified in the Evidence of Benitis. **Specified Penits**: As related to under §2.

§1 Scope of Benefits Payable

This MMP Benefits Scheme Contract provides Benefits Payable for the Participating Member by reimbursing against

- Costs or liabilities for Costs incurred by the Participating Member for a Specified Peril arising out of activities customarily carried on by, or at the risk and responsibility of the Participating Member and as a direct consequence of the Participating Member's professional duties.

§2 Specified Perils

The following risks are provided for only as agreed in this MHP Benefits Scheme Contract

- the enforcement of all proper civil claims and the defence of all civil proceedings improperly brought and civil accusations improperly made, provided that civil claims, proceedings and accusations do not include any employment-related proceedings and accusations
 - the defence of all criminal proceedings improperly brought and criminal accusations improperly made for
 - any legal offence which is not based upon intentional conduct
 - any other offence, which may be committed both intentionally and negligently, as long as the Participating Member is blamed for a negligent behaviour. If the accusation is about an intentionally committed offence, the Participating Member will get retrospective Benefits Payable if it is not proved that the Participating Member acted intentionally.
 - the defence of proceedings improperly brought or accusations improperly made concerning administrative offences, other than any employment-related offences
 - the enforcement of Unlaw Dismissal from Employment disputes. (See §4)
- As far as the provisions under this MHP Benefits Scheme Contract for the enforcement of Benefits Payable under the MHP Benefits Scheme is concerned the decision as to whether an offence was committed willingly or knowingly will be independent of any MHP Benefits Scheme Administrator and that the MHP Benefits Scheme Administrator does not conduct any of these Costs appropriately provided for under this Scheme then no payment shall be made.

§3 Criminal Proceedings

3.1. If criminal proceedings

claim is benefited under the IAMP Benefits Scheme Contract, and should the Participating Member be unpaid by the Employer for this period - this IAMP Benefits Scheme Contract shall also reimburse the reasonable salary or wages of the Participating Member for the period that the Participating Member is detained due to the criminal proceedings but with a maximum of €150,000 for a period of up to twelve (12) months.

3.2. Should the relevant o

Should the relevant criminal Court require Bail Security to be posted for the Participating Member after the Participating Member has been charged with a criminal offence arising as a direct consequence of his professional duties, then the MIPB Benefits Scheme Administrator may at its own discretion post this Bail Security.

3.3. Notwithstanding anything

Notwithstanding anything contained herein to the contrary in respect of Exclusions 8.5 to 8.7 this MMP Benefits Scheme Contract may provide Benefits up to the limit specified in the Evidence of Benefits in respect of Costs to defend against such accusations subject to the discretion of the MMP Benefits Scheme Administrator

§4 Unfair Dismissal from Employment Disputes

If the Participating Member is involved in an Unfair Dismissal from Employment dispute with his Employer, this MWP Benefits Scheme shall provide for the Costs related to enforcing the Participating Members' legal rights under the relevant Employment contract.

§5 Specified Costs

Unless otherwise agreed between the Participating Member and the MMP Benefits Scheme Administrator, the MMP Benefits Scheme Administrator shall reimburse the Participating Member only in respect of the reasonable Costs set out below:

5.1. The MMP Benefits Study

Payable, in respect of Litigation as follows:

5.1.1.1. The Costs of the I

2. The Court fees include all Costs the Participating Member is ordered to pay by way of an enforceable decision.

Court, tribunal or

his Scheme Administrator, including Costs for proceedings relating to the taking of evidence and Costs incurred by opponents in civil or administrative litigation.

5.1.3 The reimbursement

proceedings (plaintiff, defendant, joined voluntarily or involuntarily as third party)

52 In the case of pre-litigation proceedings (plan

The Costs for the lawyers acting on behalf of the Padinatio Member in accordance with §14 Conduct of Litigation in the case of prosecution unpaired, costs incurred, up to an amount specified in the Contract of defense, are

- The Costs are being acting on behalf of the Parties and are not being charged in accordance with any Contract or litigation.
 - The Litigation dispute within the meaning of these terms and conditions is every dispute which has not yet reached the stage of Court proceedings.
 - Such pre-litigation disputes also include one-to-one administrative or conciliation procedures.
- On request of the Participating Member, the MLP Benefits Scheme administrator will arrange at their discretion for the payment of a reasonable on-account payment or retainer fee to lawyers acting on behalf of the Participating Member. This initial only apply if the applicable Costs have been agreed by the MLP Benefits Scheme administrator