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5.4. Bail security may be paid at the sole discretion of the MAMP Benefits Scheme Administrator as part of the applicable limit of benefit.

56 Date of Occurrence

This MAMP Benefits Scheme Contract only provides for claims, proceedings and disputes where the date of occurrence falls within the Evidence of Benefits Period.

- For civil and administrative claims, proceedings and disputes, the Date of Occurrence is when the cause of litigation first accrued.
- For criminal claims, proceedings and disputes, the Date of Occurrence is when the Participating Member commenced or is alleged to have commenced to violate the criminal law in question. If the Date of Occurrence does not fall within the MAMP Benefits Scheme Contract period but within a twelve (12) month period prior to the date of which the Evidence of Benefits is coming into effect, the MAMP Benefits Scheme Administrator may at its discretion provide Benefits if the Participating Member has been accused within the Evidence of Benefits Payable Period.

57 Deductible

Unless otherwise agreed, for all claims other than criminal, the Participating Member shall bear for each claim provided for under the MAMP Benefits Scheme Contract the deductible provided for on the Evidence of Benefits Payable.

58 Exclusions

The MAMP Benefits Scheme Contract shall not provide for the following unless specifically agreed and documented in the Evidence of Benefits or elsewhere in this Contract.

- proceedings emanating from the Participating Member's private life and/or
- any other proceedings not specified in 52 (Specified Perils) and/or
- any claim for damages for loss of or damage to property and/or
- any dispute or proceedings where the Date of Occurrence lies outside of the Evidence of Benefits Payable Period and/or fines, forfeits, administrative fines or whatsoever the Participating Member is punished
- any employment related dispute other than that catered for under 94 (Unfair Dismissal from Employment)

Proceedings which arise out of or are a consequence of an intentionally committed tort or offence of a Participating Member. Should this subsequently be found to be the case the Participating Member must immediately reimburse the MAMP Benefits Scheme Administrator for any payments already made.

Any proceedings other than criminal, if the dispute amount is less than £2,500 or the equivalent in any other currency, unless the MAMP Benefits Scheme Administrator specifically agrees to confirm Benefits Payable.

Any claims relating to the Participating Member's inability to pay debts.

In respect of the following Exclusions 65.5 - 8.7.2, these read these in combination with 3.3 which provides limited cover under certain circumstances and overrides the following

8.5. Reductive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons

This Condition shall be paramount and shall override anything contained within the Scheme Conditions inconsistent therewith. In no case shall this MAMP Benefits Scheme Contract provide for loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

8.5.1. Ionising radiation from or contamination by radioactive from any nuclear fuel or from any nuclear waste or from the contamination of nuclear fuel

8.5.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

8.5.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-condition does not extend to radioactive isotopes, other than nuclear fuel, where such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

8.5.4. any chemical, biological, bio-chemical or electromagnetic weapon.

8.5.5. Cyber Attack

Unless MAMP Benefits Scheme Contract excludes loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use of operation as a means for inflicting harm of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

8.7. War, Terrorism and Mass Destruction

This MAMP Benefits Scheme Contract excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:

8.7.1. War, hostilities or warlike operations (whether or not declared or not).

8.7.2. Invasion.

8.7.3. Act of an enemy (foreign to the nationality of the Participating Member or the country in, or over, which the act occurs).

8.7.4. Civil war.

8.7.5. Riot.

8.7.6. Rebellion.

8.7.7. Insurrection.

8.7.8. Revolution.

8.7.9. Overthrow of the legally constituted government.

8.7.10. Civil commotion assuming the proportions of, or amounting to, an uprising.

8.7.11. Military or armed power.

8.7.12. Explosions of war weapons.

8.7.13. Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction however these may be distributed or combined.

8.7.14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state (foreign to the nationality of the Participating Member whether war be declared with that state or not).

8.7.15 Terrorism Activity

For the purpose of this Exclusion:

Terrorist Activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist Activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of Terrorist Activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

8.7.17. Utilisation of Nuclear Weapons of Mass Destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

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8.7.18. Utilisation of Chemical Weapons of Mass Destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

8.7.19. Utilisation of Biological Weapons of Mass Destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing micro-organisms) and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of 8.7.1 to 8.7.15 above.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

59 Examination of Merits (Civil Claims)

It is understood that in respect of Civil and Administrative Claims there shall be only be reimbursement in respect of Document Costs.

9.1. The MAMP Benefits Scheme Administrator shall examine the merits of the dispute for each and every civil claim. The examination of the merits and the decision of the MAMP Benefits Scheme Administrator on the basis of this will be conducted separately for pre-litigation and litigation disputes.

9.1.1. In the case of disputes subject to litigation, separately for each instance.

9.2. Where the MAMP Benefits Scheme Administrator considers the civil claim does not have a sufficiently good chance of success, benefits under the MAMP Benefits Scheme Contract may be denied. In the event that such benefits are denied, the Participating Member will be notified of this in writing without undue delay with reasons for the decision being given. The MAMP Benefits Scheme Administrator is entitled to examine the chances of success of a civil claim during all stages of the proceedings. If the MAMP Benefits Scheme Administrator considers the civil claim no longer has a sufficiently good chance of success, the MAMP Benefits Scheme Administrator can withdraw Benefits Payable under the MAMP Benefits Scheme Contract for the future.

9.3. Where the MAMP Benefits Scheme Administrator is of the view that the Costs likely to be incurred are disproportionate to the likely outcome of the civil claim, Benefits Payable under the MAMP Benefits Scheme Contract can be denied. In the event that Benefits Payable under the MAMP Benefits Scheme Contract are denied, the Participating Member will be notified of this in writing without undue delay with reasons for the decision being given. The MAMP Benefits Scheme Administrator is entitled to examine the Costs incurred and likely to be incurred during all stages of proceedings. If the MAMP Benefits Scheme Administrator is of the view that the Costs incurred are, or will become, disproportionate to the likely outcome of the civil claim, the MAMP Benefits Scheme Administrator can withdraw benefits under the MAMP Benefits Scheme Contract for the future.

510 Examination of Merits (Criminal - Indemnity Application Condition)

In the case of potential criminalisation of the Participating Member (namely criminal proceedings being commenced against a Participating Member) and whereas the MAMP Benefits Scheme Administrator expressly consents to grant Benefits Payable (tort or civil), a final decision will be made and referred to the Participating Member with reasons and without undue delay. English criminal law shall be used as a guideline and reference law to aid decisions hereunder.

Where payments may be limited a member of the FISA executive council and a representative of the MAMP Benefits Scheme Administrator shall discuss the extent of Benefits Payable for the Participating Member and shall review whether or not full benefits partial benefits or no benefits shall be afforded to the Participating Member. The decision of the MAMP Benefits Scheme Administrator shall be final.

511 Payment of Membership Fees

11.1. The Benefits Payable Fee is to be paid annually in advance in one instalment.

11.2. No Benefits Payable shall apply unless Membership Fee have been paid in advance of inception of the Period of Benefits and confirmed as received by the MAMP Benefits Scheme Administrator and as Evidence of Benefits has been issued in respect of the relevant Period of Benefits.

512 Payment Obligations

12.1. The Participating Member is under a duty to:

- promptly notify the MAMP Benefits Scheme Administrator of any event which may give rise to a claim upon the MAMP Benefits Scheme Contract, and
- take and continue all reasonable measures to avert or mitigate any loss, costs, expenses or liabilities under the MAMP Benefits Scheme Contract.

- promptly provide the MAMP Benefits Scheme Provider with all available documents and information which may be requested by the MAMP Benefits Scheme Provider prior to the payment of any claim amount hereunder.

12.2. Should the Participating Member commit a breach of any of these obligations and should the MAMP Benefits Scheme Administrator therefore sustain an increased loss, the MAMP Benefits Scheme Administrator may reject any claim or reduce the sum payable in relation to such an event. The proof, that the claim was not increased, has to be provided by the Participating Member.

12.3. The Participating Member shall have no right for compensation hereunder unless he has given prompt notice to the MAMP Benefits Scheme Administrator of any event which may give rise to a claim under this MAMP Benefits Scheme Contract.

12.4. The Participating Member has to notify the MAMP Benefits Scheme Administrator without delay of any loss mitigation measures taken, for example, negotiations.

12.5. The Participating Member shall not settle or admit liability for any claim for which he may benefit under the MAMP Benefits Scheme Contract without prior written consent of the MAMP Benefits Scheme Administrator.

12.6. If the Participating Member has a right of recourse against a third party for any loss, cost or expense benefit by the MAMP Benefits Scheme Administrator, the MAMP Benefits Scheme Administrator shall be subrogated to the Participating Member's right of recourse prior to payment by the MAMP Benefits Scheme Administrator to the Participating Member in respect of the loss, cost or expense. All savings, recoveries or payments recovered or recovered subsequent to such a settlement under this MAMP Benefits Scheme Contract shall be apportioned between the Participating Member and the MAMP Benefits Scheme Administrator as they respectively merits may appear according to the MAMP Benefits Scheme Contract conditions.

12.7. Should Bail Security be posted and the Participating Member does not satisfy the conditions of the bail and the posted security not to be recovered by the MAMP Benefits Scheme Administrator.

12.8. Security in full to the MAMP Benefits Scheme Administrator.

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13.2. Failure to Disclose

Where the Participating Member has neglected his duty of disclosure and the MAMP Benefits Scheme Administrator would not have agreed to provide Evidence of Benefits for the Participating Member under the MAMP Benefits Scheme Contract at the Membership Fees rating agreed, the MAMP Benefits Scheme Provider is free from liability. Where the MAMP Benefits Scheme Administrator would have agreed to provide Evidence of Benefits for the Participating Member at the same Fee rating but on different conditions, the MAMP Benefits Scheme Administrator shall only be liable to the extent that it is proved that any cost or expense would have been catered for under the MAMP Benefits Scheme Contract under conditions the MAMP Benefits Scheme Administrator would have accepted.

13.3 Fraudulent Conduct and Misrepresentation Condition

The entire Evidence of Benefits Payable and any loss or claim hereunder will be void, if, whether before or after a loss, a Participating Member has:

- 13.3.1. intentionally concealed or recklessly misrepresented any material fact or circumstance;
- 13.3.2. engaged in fraudulent conduct; or
- 13.3.3. made false statements.

relating to the MAMP Benefits Scheme Contract or any loss or claim thereunder.

In the event that any provision of this Condition is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Condition and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

13.4 Cancellation

Notwithstanding any provision to the contrary within this MAMP Benefits Scheme Contract or any endorsement thereto, in respect of the Evidence of Benefits it is a Condition Precedent upon liability, that receipt of full payment of the appropriate Membership Fees by the MAMP Benefits Scheme Administrator is acknowledged prior to any benefits applying.

13.4.1. It is understood that any Evidence of Benefits provided as a sample or otherwise shall not be valid without prior payment of such payment as required by the MAMP Benefits Scheme Administrator.

13.4.2. It is agreed that the MAMP Benefits Scheme Administrator shall give not less than 30 days prior notice of cancellation to the Participating Member. However the Evidence of Benefits Payable shall automatically terminate at the end of the Period of Benefits.

13.4.3. To 'renew', the Participating Member shall repeat the appropriate application for Evidence of Benefits from the MAMP Benefits Scheme Administrator as applicable at that time and payment shall be provided prior to inception of the new Evidence of Benefits.

If any provision of this Condition is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Condition which will remain in full force and effect.

514 Conduct of Litigation

14.1. The Participating Member may select their own lawyers but payment of Costs for defence of the subsequent litigation in respect of the Evidence of Benefits shall be subject to the MAMP Benefits Scheme Administrator's appointment or approval of the lawyer and any Costs must be reasonable in the view of the MAMP Benefits Scheme Administrator. It is understood that if the Participating Member stops or discontinues their lawyer's services without specifically obtaining prior written permission from the MAMP Benefits Scheme Administrator, the MAMP Benefits Scheme Administrator can take over and conduct, in the name of the Participating Member, any claim or legal proceedings at any time. The MAMP Benefits Scheme Administrator may also negotiate any claim on behalf of the Participating Member.

14.2. If proceedings are started by the MAMP Benefits Scheme Administrator, or against the Participating Member, all subsequent steps of proceedings have to be conducted by lawyers appointed by the MAMP Benefits Scheme Administrator. The MAMP Benefits Scheme Administrator also may at any and all times appoint lawyers, marine experts, surveyors or other persons with a view to:

- achieving them upon or
- dealing with any matter which may result in Benefits Payable under this MAMP Benefits Scheme Contract. Aforementioned costs shall be also Benefits Payable under this MAMP Benefits Scheme Contract.

14.3. Where the Participating Member has contracted other insurances or Benefits Payable in respect of risks under this MAMP Benefits Scheme Contract, the MAMP Benefits Scheme Contract shall prevail over other contracts of insurance. Thus the MAMP Benefits Scheme Provider will pay the Participating Member in respect of any benefits covered under the MAMP Benefits Scheme Contract which are also recoverable by the Participating Member under that other insurance. The MAMP Benefits Scheme Administrator shall be subrogated to the Participating Member's right of recourse upon payment by the MAMP Benefits Scheme Administrator to the Participating Member in respect of such covered benefits.

516 Changes, Alterations or Modifications

All changes, alterations and/or modifications to the terms and conditions contained herein shall be made in writing and take the form of an Addendum to the present MAMP Benefits Scheme Contract.

517 Limitation Period

All claims of the Participating Member against the MAMP Benefits Scheme Administrator are subject to a limitation period of three years, beginning with the end of the year in which the claim arose.

518 Governing Law

The MAMP Benefits Scheme shall be governed by and construed in accordance to English law.

519 Arbitration

The MAMP Benefits Scheme Administrator and Participating Member hereby expressly agree to submit to the exclusive jurisdiction of the London Maritime Arbitrators Association in respect of any dispute that may arise out of this MAMP Benefits Scheme Contract. The applicable law shall remain English.

520 Notice of Cancellation

Notwithstanding that these Benefits are for a period of twelve (12) months, this MAMP Benefits Scheme Contract may be cancelled by either the MAMP Benefits Scheme Provider the MAMP Benefits Scheme Administrator or the Participating Member giving 30 days notice.

The subject to agreement between the MAMP Benefits Scheme Administrator and the Participating Member prior to the expiry of such notice of cancellation as to rate of premium and/or conditions and/or warranties.

In the event of cancellation of these Benefits by reason of the operation of this clause, a net return of any premium paid to the MAMP Benefits Scheme Administrator in respect of the period subsequent to such cancellation shall be payable to the Participating Member.