

# Wet, Damp and Dry– Insuring Your Marine Industry Employees



By Chris Richmond

For January 2023 [WorkBoat Magazine](#).

Shipyards and marine related business comprise a wide variety of jobs which in turn require different forms of workers compensation coverage. What your employees are doing will determine what coverage extends to their injury. Take a moment to review these three areas of injury coverage.

**Jones Act:** Officially titled “The Merchant Seaman Act of 1920,” this covers your employees who are considered crew members on your vessels. Seamen employed on vessels traveling from U.S. port to U.S. port are entitled to coverage under the Jones Act, with the coverage provided under your vessel’s Protection and Indemnity policy. Crew are covered for injury and illness while ‘in service to the ship’ through the Maintenance and Cure portion of the coverage. Crew are also entitled to sue the ship or ship owner for unseaworthy or negligent conditions which they believe caused their injury. To be considered a crew member, the employee must spend roughly a third of their time at work in service to the ship.

**USL&H:** Employees who are working around docks, wharves or servicing a vessel will fall under the U.S. Longshore and Harborworkers Act. These are your stevedores, repair crew, crane operators or similar employees who service, load or go on and off vessels but are not considered crew members. The two determining factors for USL&H are Situs and Status, both of which need to be met in order to be eligible for this coverage. To meet the Situs test, the injury must have occurred while working on or near navigable waters. The Status test is met by the work being done. Exclusions include office workers, aquaculture and boat builders who build recreational vessels less than 65 feet in length. Even if you have a boat yard where you feel you would never have a USL&H risk, it is very inexpensive to have this coverage added to your state workers compensation policy on an 'if any' basis. This way you at least have some defense covered should a USL&H claim be filed against you.

**State workers compensation:** Your office staff and other employees are covered under your state workers compensation act. Keep in mind that if you have employees who work in other states besides the one where your business is located then you need to list these as well. State workers compensation acts are no-fault laws which means they cover a claim as long as the employee's accident happened within the scope of their employment.

This is a very quick explanation of a very important insurance coverage. Take the time to review your operation and exposure with your agent to help you get the coverage you need.

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# Loss Control Visits: Taking a Proactive and Collaborative Approach



By [Dan Bookham](#) for December 2022 [WorkBoat](#) Magazine

Hang around vessels, shipyards, terminals and insurance long enough and you are bound to become familiar with the seemingly strange ritual of the loss control visit. The frequency of the visits depends on the individual insurance company but invariably at some point risk engineers will show up to visit clad in high viz and hard hat, usually clutching a camera (and sometimes a clipboard) to inspect your boat or facility for potential hazards and issues. Sometimes they bring donuts. They also always issue a report and list “recommendations” (read requirements, lest you lose your insurance), which, unlike the Krispy Kremes, can often feel hard to digest.

It doesn't have to be that way, however. By taking a proactive approach to risk management and drawing on the resources of your insurance company (resources your premium payments fund), those loss control visits can feel less like a visit by a drill

instructor looking for an unmade bed and more like a collaboration with safety specialists who can both save you money and ensure your people head home each day or after each trip with the same number of digits and limbs they had when they came in.

In preparing for a loss control visit, I highly recommend working with your insurance agent to undertake a preliminary walk-through to see if you both can spot any easy fixes or potential trouble spots (a frayed cord on a tool for example, or sloppy housekeeping in a workshop). Having your own punch list of planned corrections and improvements will minimize any surprises and make it easier to budget for the fixes. When the loss control team visits, rather than just relying on the written report, be sure to ask them to flag issues in a post walk-through meeting so you can discuss them while memories are fresh.

When the report comes in, be prepared to respond with a timeline to address the elements they raise. I've often found that draconian demands to make immediate fixes soften if you demonstrate a willingness to work on trouble spots at a reasonable (and often more affordable) pace. Proactively use the tools insurers provide, both online and in person, to make the most of your premium dollars and improve the safety and risk profile of your business.

Not only does a proactive and collaborative approach to loss control make the workday safer for your people, your customers and their property, your passengers, and your own stuff, it also can result in lower lifetime insurance costs as fewer claims and a proactive approach to safety and risk make you an attractive customer for insurers to woo.

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# When it Comes to Claim Reporting, Don't Hesitate



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By Chris Richmond  
For November 2022 [WorkBoat Magazine](#).

You have heard it before but it bears repeating: If something occurs that you think might be a claim let your agent know sooner rather than later. If a passenger or crew member is injured, report it, even if they say they are fine and do not need medical attention at the time.

The time to record information pertaining to any sort of occurrence is immediately after it happens. This is when everything is still fresh in your mind and you can accurately record the events that happened. Who was injured? Where did it happen? What were they doing at the time? It is much easier to

obtain this information at the time of the time of the event rather than try to track it down six months later when you receive a letter from an attorney. By letting your agent know what happened, they in turn can report the claim to the insurance company. There is no harm in sending something in for reporting purposes only. Adjusters would much rather have this information sooner than later – even if the eventual medical bill is less than your deductible.

We had a passenger vessel operator contact us recently to report a claim. A passenger had fallen while disembarking from a tender while on a shore trip. The captain had offered medical assistance off the boat at a local clinic but the passenger had refused, stating that they were fine and wanted to continue on with the trip. The cruise continued and the passenger enjoyed the remainder of the trip with no complaint. Fourteen months later, the owner of the vessel receives a notice from an attorney looking for payment of medical bills as well as for pain and suffering.

Another client had a similar situation but with a crew member. The individual injured her back while on board. The insured reported the occurrence and the crew member received medical treatment for her injury. Eighteen months later the insured was issued a notice of summons from the crew member's attorney looking for pain and suffering. The adjustor was able to reopen the claim and review the file with all the pertinent notes from the time of the claim.

You should never feel that you can't report something to your insurance agent. Unsafe areas of operations can be determined on board and corrected. This can help reduce injuries and ultimately save you money in the long run. By including your agent in the conversation you can help keep your passengers safer and your business more profitable.

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# Underinsurance Headache – for October 2022 WorkBoat Magazine



By Dan Bookham

For October 2022 [WorkBoat Magazine](#)

You cannot escape the headlines: Almost everything is getting more expensive. Supply chain issues, increased demand, workforce shortages and other pressures are driving inflation at a sharp clip, and every industry is affected. And while an uptick in prices might be a boost to one's top line profits, there's obviously a negative impact on the cost of doing business. Insurance is not immune to inflationary pressures either, and most insurance and reinsurance companies continue to look warily at the cost of materials, the time it takes to replace or rebuild property, legal expenses and other factors as they review their books of business. The indications are that American businesses have a large (and self-inflicted) underinsurance headache.

Think about your own operations. How much money would you need to replace a string of damaged or destroyed barges? To repair or replace systems or deck machinery on a tug? To build a new ferry? To bring in replacement containers, reefer points or

gensets? To source and replace a dock crane, a warehouse, or even something as basic as bollards? Is the insurance limit you have in place going to cut it?

Additionally, scarcity of materials, labor shortages and transportation & logistics problems have lengthened the time needed to repair or replace damaged property. Under these conditions, it might take two to three times as long to rebuild and reequip a facility or vessel than it took prior to the pandemic. Think about your key assets. How quickly can you get the replacement part or unit from the factory to your facility? How congested is the shipyard orderbook or the construction pipeline in your state? Do you have the relationships that could help you bump your project to the top of the list, or do you have to resign yourself to waiting in line? And at the end of the day, have you factored that into your business income insurance limit?

With all of this in mind, if you aren't talking to your insurance agent about the ongoing inflation in construction and materials costs and longer time horizons on projects you could well find yourself underinsured. The point of your policy is to protect your assets and make you whole in the event of a loss. Proper valuations of the cost to replace or rebuild your assets (including your lost income resulting from a loss) are at the core of making sure your insurance is working for you.

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## **Marine Professional Liability**



# Coverage



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By Chris Richmond  
For August 2022 [WorkBoat Magazine](#).

A very long time ago when I was captain of an old wooden sailing vessel, I was bringing the boat in to the harbor to tie up to the dock, something that I had done countless times. Except this time when I put the engine in reverse to stop forward movement the boat went ahead. Quickly losing room in the congested harbor, I tried again to engage reverse propulsion, to no avail. A wooden tour boat tied up ahead of me finally stopped my movement. There was season-ending damage.

While my vessel's Hull and P&I policy took care of the damage claim, the Coast Guard felt that I had been derelict in duties as captain and wanted to conduct an admiralty hearing against my license. I now needed professional liability insurance coverage.

Typically used by attorneys, accountants, consultants and real estate brokers, professional liability provides coverage against claims made against professionals who have not performed up to

the standards of their profession. This type of liability coverage is also available to licensed mariners. Should a claim occur, and the captain be deemed negligent, he or she could be sued in addition to the vessel.

Coverage can include defense costs (both against your license, civil legal defense as well as criminal acts defense), coverage for fines and penalties as well as a daily subsistence allowance. It is important to note that professional equipment, such as a personal GPS or similar navigational device, can also be included. Loss of income can be added to compensate for lost wages due to down time resulting from a claim.

Whether you are driving a 6 pack harbor taxi or a blue water tanker, your livelihood requires you to hold a valid USCG license. When you are involved in a claim involving your license, having professional liability coverage to fall back on can both help alleviate the headache of defending yourself and help take care of some defense costs. Have a talk with your marine insurance agent before you need this kind of protection.

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## **How to Read Your Insurance Policy**



By [Dan Bookham](#) for [WorkBoat](#) magazine, August 2022

After being an avid reader of Workboat for many years it's my distinct honor to be joining my colleague Chris Richmond as a contributor to the monthly "Insurance Watch" column. For my first go around I figured it makes sense to start with revisiting a basic topic: How to read your insurance policy.

Once you get past various legal notices, billing options and marketing messages, insurance policies have five parts: Declarations, insuring agreements, conditions, exclusions and endorsements. The smart mariner will take the time to review each of these in order, as they define the rights and responsibilities that come with the coverage you purchase.

**Declarations.** This is the what, where, when, by whom and for whom, price and coverage period of the policy. Check to make sure the named insureds are correct, any lenders are shown and that the right coverage lines are in place.

**Insuring agreements.** These explain the coverage you've bought in detail. An "open perils" policy covers everything except those areas covered in the exclusions (more on that below) while a "named perils" policy is for a list of specific things. Depending on the appetite of the insurer, certain additional perils can be agreed to and listed, usually by endorsement (again, more on this below).

**Conditions.** The insurer uses this section to outline what you must do to collaborate with them and in turn what they will do to help you get paid or to defend you in the event of a loss. This section also lays out how to file a claim. Pay close attention to the conditions, ideally before you are scrambling to file a claim, as following the 'rules of the road' in the policy will expedite claims handling and ordinarily lead to a smoother resolution of any call on your insurance coverage.

**Exclusions.** While the word itself fits certain stereotypes of insurance, this section is actually driven by logic and common sense. You can't deliberately sink your boat or burn your warehouse and expect to get paid, and you can't expect your Hull and P& I coverage to respond to an automobile accident. Exclusions exist to ensure your policy remains affordable, that it covers reasonable risks associated with the appropriate operations and that exposures outside the realm of insurability aren't subject to your policy.

**Endorsements.** These can be used to expand or limit coverage, either at your request or at the discretion of the insurance company. Because a policy is a contract these serve as customized amendments that allow the coverage you buy provide a better fit to your unique operations. Here's where your agent can really earn their salt and why working with agents or brokers with marine experience can make a real difference in the coverage you call on when the chips are down.

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# Not All Marine Surveys are the Same

By Chris Richmond

For July 2022 [WorkBoat Magazine](#).



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Whether you are interested in purchasing a new vessel or have owned the same boat for years chances are at some point you will need a marine survey. Depending on the circumstances and who is requesting the document the survey you receive can vary greatly.

In terms of insurance, when purchasing a new vessel you will almost always need a survey in order to get an underwriter to provide you with coverage. And don't try to use the seller's **pre-listing survey**, because the underwriter most likely will not accept it. The surveyor is working for the party paying him or her to perform inspection, and underwriters want that surveyor to be working for the client who is purchasing the boat. That is why a **pre-purchase survey** is in your best interest.

Also known as a **condition and value survey**, this will be more comprehensive and the surveyor will have your best interests and concerns in mind. You do not want surprises after you have purchased the boat and a condition and value survey will provide more detail on equipment, amenities and will provide a list of recommendations of areas that need to be addressed.

Generally, insurance companies will accept a survey that is within two years old. One thing that companies always ask is if the survey recommendations have been completed. Outstanding recs are not always a show stopper, however. Depending on the

severity of the recs you may be able to delay addressing them for a while. If you do have some that are significant and could affect the safety of the vessel, see if the underwriter will still provide coverage but no navigation. You can then have insurance on your vessel while she is laid up and problems are being addressed.

Should you have an accident and the insurance company gets involved, then the adjustor will most likely request a **damage survey**. The surveyor becomes the eyes and ears for the insurance company and is tasked with assessing the extent of damage to the vessel and attempting to determine what happened and why. This becomes very important when the adjuster decides on the payout of the claim – because the surveyor will assist in determining if the claim is covered or not.

A **fit for trip survey** can be requested by an underwriter to determine if a vessel is sound enough to make a voyage from one port to another. We had a client who was in the midst of a refit. The vessel needed to travel to another yard in a neighboring state to complete the job. The underwriter wanted some reassurance that the boat was capable of making the trip, hence the call for this type of survey.

The survey is one of the most important documents that an underwriter will review for your boat. If the insurance company requests and pays for the survey, don't expect to see the complete document. The company owns the survey and most likely will not give it to you. This can save you some money in the short run but if you want to shop your boat to other markets you will need to pay for a new survey. If you have a surveyor you like, stick with him or her. He or she will be familiar with your vessel and will be more efficient in future surveys, saving you money. And finally, have a conversation with your surveyor before they step on board your boat to make sure you are both on

the same page with what you are asking them to report on because you don't want any surprises after they are done.

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# Why Loss Control is Important

By Chris Richmond

for May 2022 [WorkBoat Magazine](#)



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A busy ship repair facility we work with recently had a follow up visit from their USL&H insurance carrier. Loss control had visited the client previously and this visit was designed to accomplish three goals: It was a chance for key players to meet in person; facility personnel could provide an update on previously noted deficiencies and the loss control manager could view the yard during the not so kind New England winter.

As you know, the premium for USL&H is based on jobs performed as well as payroll. Generally the more employees a company has the more premium the company will pay. Loss history is also a factor: The more paid claims a company incurs the higher the premium will be. It is in everyone's best interest – from the employee staying safe to the shipyard paying the premium to the insurance company paying the claims – to keep claims to a minimum. This is where loss control comes in.

The visit made clear where safety improvements had been made and where they still needed to be made. Among the deficiencies observed were missing safety guards on machinery, chaffed power cords and cluttered walkways. A key area of improvement to the yard was the installation of metal grating on gangways to the ships for better grip and to help minimize slips in the winter months.

A follow up report was provided to the client's safety manager with a request for written verification of completion of the safety recommendations within 45 days. An offer to provide safety trainings on site was extended. These visits can be fine-tuned to the client's specific needs. They are no cost and are a great opportunity to remind employees of their stake in the workplace safety. Management can use a training to echo the message that safety keeps claims down, which keeps premiums down, all of which can help make the company more profitable.

A visit from a loss control manager is something to look forward to – not to regret. Input and involvement from your insurance company can help keep your premiums down. If you haven't had a loss control site visit recently, reach out and request one. It's free expert advice, designed to help to improve safety and save you money in the long run. What's not to like?



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# Building a Boat? You Need Hull Builder's Risk Insurance

By [Chris Richmond](#)

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Building boats can be the primary part of your business or just an occasional project. Regardless of how many or how often you do this, one thing is common: You will need a Hull Builders Risk insurance policy. And don't think that this applies only to a new build. A vessel undergoing a major refit can be covered under this as well. The policy can be extended to cover not only the hull but also material and equipment that has not yet been installed on the vessel.

For the occasional new hull build or the major refit, your policy can be written on single hull basis. For yards in the business of building boats, there is an open builders risk policy for multiple boats.

Valuation of the hull can be calculated two ways. It can be written on the completed value of vessel, or for larger vessels it can be a monthly reporting schedule of the unfinished project which gradually increases to the completed value.

Some policies offer buyback coverage for faulty workmanship. There is a condition to conduct inspections during the build and report any findings to the your underwriter. Keep in mind that claims due to faulty design are not covered. You will want to a professional liability policy for this.

Additional coverages which can be added to the policy includes:

- Delivery of bare hull to yard to be finished off
- Launching of vessel
- Sea trials of vessel
- Delivery of completed boat to end user

Protection and Indemnity limits are added to cover liability claims due to injury on or around the vessel during the construction process as well as after the vessel has been launched and is conducting sea trials or delivery. And if you are providing crew on board after the vessel has been launched, be sure to have the policy amended to reflect this additional risk.

Whether you are building the vessel for a client or having one built for your own use, the day of launching is always a memorable occasion and one to celebrate. Be sure to do your due diligence beforehand to properly cover potential risks involved with your project to help make this day a great one.

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## **Why a Marine Business Needs Commercial Auto Insurance**

By [Chris Richmond](#)

For [WorkBoat Magazine](#)

Recently an insured contacted us to ask if he had coverage for rental cars being driven by his crew members. Of course this led to many more questions, as well as the insurance agent's favorite response: "Maybe, depends on what you are doing. Let's

talk about it.”

Our insured had just a commercial hull with P&I policy. I explained that if his crew members were using the vehicle to run errands for the boat – in service to the ship – then there could be coverage for remedies should the crew member be injured while driving. But should the crew member be involved in an accident, there would be no coverage for any damage to the vehicle or for third party damages. This would fall under vehicles coverage.

There are several ways to take care of this with a rented vehicle. First is to take the coverages offered by the rental company. While no one likes to have extra fees added to an already expensive bill, this is often the easiest solution should there be an accident. Adding Hired and Non-Owned Auto coverage is another solution. While there would be no coverage for damage to the rented vehicle or the employee driving it , there would be coverage for the vehicle hit or the driver of that car.

The non-owned portion of this coverage comes into play when an employee uses their own (personal ) vehicle for company work. While the insurance on the vehicle is primary, should the claim exceed the limits the employee has, then the non-owned coverage would kick in. Also if your business ends up being dragged into the claim and you get sued, then your non-owned coverage will respond as well.

Hired and non-owned auto can usually be added to a liability policy, an existing commercial auto policy or, if needed, written as a stand-alone policy.

One other area to consider are trailers owned by the business. These need to be specifically listed on a commercial automobile policy for liability coverage to respond. And remember, the liability of the trailer follows whatever vehicle it is attached

to. If you have an employee towing a company-owned trailer with his or her personal vehicle and the trailer causes a claim, then the employee's insurance will be the primary coverage.

Having an employee run down to the marine supply store in their own vehicle can be a common task but can leave you vulnerable to unforeseen risks. Have a chat with your agent to help plug those holes.