

CHAPTER 59

COMPENSATION AND CLAIMS

(MOD Sponsor: DJEP CLCP)

This chapter has been diversity and inclusion impact assessed by the sponsor in accordance with Departmental policy. No direct discrimination or adverse impact was identified. This chapter is due for review at the next routine amendment exercise.

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CHAPTER 59

COMPENSATION AND CLAIMS

SECTION I - COMPENSATION FOR LOST AND DAMAGED SERVICE KIT AND PERSONAL EFFECTS

5901. General

1. This instruction provides for compensation to be paid to Royal Navy and Royal Marine personnel for loss of, and/or damage to, uniform clothing, Service kit and equipment, personal and family effects in circumstances arising from 'exigencies of the Service', including maritime incidents such as those listed at [Para 5929](#) and relate only to *ex gratia* payments. Where a claim is made which alleges negligence on the part of the Ministry of Defence, its servants or agents, the claim should be submitted to Directorate of Judicial Engagement Policy Common Law Claims & Policy (DJEP CLCP), or the appropriate Area Claims Officer, in accordance with [Para J.5924](#).

2. Claims from Service personnel for loss of and/or damage to personal property arising directly or indirectly out of the performance of the claimant's official duties, which are classified as regulational claims, have now been delegated to all local management areas and these claims are to be considered on an *ex gratia* basis. Claims for loss of and/or damage to personal property which arise out of an alleged negligent act or omission on the part of the MOD are not regulational claims, but are Common Law claims against the Department, and should be referred immediately for attention to DJEP CLCP, Floor 3, Spine 3, Zone H & I, Whitehall, London SW1A 2HB or the local Area Claims officer in accordance with [Para J.5924](#).

5902. Insurance

1. Except to the extent permissible under [Para 5904](#), compensation will not be paid for any loss or damage which arises from the ordinary risks of civil life such as fire, theft, loss in transit etc. since such risks are insurable. The fact that these risks arise during Service life does not mean that they arise from an 'exigency of the Service' or are uninsurable risks. All personnel are therefore strongly advised to protect themselves against loss for which compensation cannot be granted from public funds or for which under [Para 5903](#) only limited compensation can be granted, by purchasing insurance against these risks to cover losses or damage to all personal property and family effects.

2. Baggage should always be insured against risk of loss or damage in transit whether or not it is accompanied by the owner and in particular for moves to and from the United Kingdom and between overseas stations (*but see Para 5904 2 sub para (b)*).

3. **Claims.** Claims to compensate for losses occurring during transit should be made against the carrier company or an insurance company. It is important that claims are made in writing within the periods prescribed in the company's regulations. Failure to obtain compensation because a claim is not made in due time or is otherwise invalid, or because insurance has not been taken out to cover the articles and risks described in [Para 5902 sub para 1](#) will not be accepted as grounds for an appeal for compensation from public funds. Any legal costs incurred by individuals in pursuit of insurance claims will not be borne by the MOD.

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4. **Public Property - Loss or Damage.** Personnel are advised that they may be liable to make good loss or damage to public property, such as clothing, accoutrements, etc., that they hold on personal charge, if the loss or damage has been caused through negligence on their part. In addition to insuring against loss of personal private property from the normal hazards of fire, theft, damage etc., it might therefore be in their interests to insure any public property on personal charge. Personnel will not be held responsible for loss or damage which, after due investigation, was deemed to be outside their control.

5. The arrangements for claims arising from loss of and/or damage to personal property on RAF Flights have been delegated to Business & Finance Unit, RAF Brize Norton, Carterton, Oxon, OX18 3LX and all such claims should be forwarded to them for investigation and consideration of an *ex gratia* payment in accordance with [Para 5906](#).

5903. Items for Which Compensation may be Payable

(see also JSP 752 Tri-Service Regulations for Expenses and Allowances, Chapter 10, Section 4)

1. Compensation may be granted in respect of the following articles, subject always to the conditions in [Para 5904](#):

- a. Items of uniform clothing, Service kit and equipment unless there is an entitlement for free replacement through Service sources.
- b. Privately owned books or instruments used for the benefit of the public service.
- c. Articles of civilian clothing where such clothing has been specially ordered to be worn on duty. Compensation will not be admitted where the clothing was purchased as a result of a grant from public funds.
- d. Personal and family effects and other clothing (not otherwise excluded in these regulations) which it was reasonable for the individual to have in his or her private possession at the time of loss, namely:
 - (1) Personal toilet requisites, civilian clothing and sports gear.
 - (2) Other personal possessions (if not otherwise excluded, or provided for, in these regulations).
- e. Compensation in respect of family effects of individuals will be assessed to the extent to which such articles replace conventional articles and on the basis of the value of the latter.
- f. Private furniture not under [Para 5903 sub para e](#). but within the scales laid down for single officers' quarters furnished at public expense.
- g. Mess and band property, limited to articles considered necessary and in the case of mess property excluding silver, plate, consumable stores and any items provided as an approved official issue.

5904. Conditions under which Compensation is Payable

1. Compensation may be given subject to the following conditions:
 - a. Loss or damage must have been due to the exigencies of the Service.
 - b. The loss or damage was not due to carelessness or negligence on the part of the owner or their representative and could not have been avoided by them; and
 - c. No compensation is payable under an insurance policy or from any other source.
2. Loss or damage will be regarded as due to the exigencies of the Service when it arises out of any of the following circumstances:
 - a. The conditions of active service, i.e. when warlike operations are in progress or threatened.
 - b. During transit at public expense where normal insurance against loss was unobtainable—this would apply to loss of or damage to baggage including private and family effects, furniture and household goods occurring in transit at public expense.
 - c. Accidents occurring on duty, including road or air accidents (see also Annex 87A).
 - d. Fires in ships, barracks or other Service accommodation except in cases where it is clear that the Ministry of Defence has no liability.
 - e. Loss of or damage to property handed into the unit store or otherwise entrusted to official custody during the absence of the owner on leave etc.
 - f. Destruction by official order to prevent the spread of infectious or contagious disease.
 - g. Collision or other navigational incident (including sinking or flooding) involving a ship or vessel.
 - h. Damage due to faulty condition of Service premises.
3. **Infected Uniform.** If infected uniform is ordered to be destroyed, and the destruction is regarded as an exigency of service, compensation may be assessed in accordance with [Para 5907](#). A list of the articles destroyed should be made and a certificate from the Medical Officer stating the necessity for destruction attached.
4. **Exceptional Causes.** Claims for loss or damage arising from exceptional causes outside the definition of exigencies of the Service and which were not insurable risks may receive special consideration. Any claim under this paragraph must satisfy the requirements of [Para 5904 1 sub para b](#) and [sub para c](#).

5905. Inadmissible Claims

1. Compensation will not be paid for:
 - a. Claims submitted more than one month after the date of loss or damage.
 - b. Losses or damage sustained when proceeding on or from leave.
 - c. Losses of money.
 - d. Any loss or damage with a total value of less than £20.
 - e. Loss of or damage to tools in excess of the minimum tool kit of the claimant.
 - f. Loss of or damage to clothing and items issued on personal loan - such claims within accordance with **BR 96**, Materiel Accounting and Storekeeping Manual, and when appropriate for Royal Marines - Army accounting procedures.
 - g. Losses of or damage to items of uniform held in excess of the regulation kit (both optional and compulsory).
 - h. Loss of uniform headgear blown overboard in inclement weather other than in exceptional circumstances.
 - i. Damage caused to a private motor vehicle or aircraft except where it is a common law claim or there are exceptional circumstances governed by **Para 5904 sub para 4**.
 - j. The private property of domestic employees whose personal effects should be fully insured against all risks.
 - k. The loss of property by theft.
 - l. Any articles covered by insurance.
 - m. Consumables.
 - n. Articles with a luxury, artistic or antique value.
 - o. Accidental or deliberate damage to personal effects caused by a third party.

5906. Investigation of Claims

1. On receipt of a claim the Commanding Officer is to order an investigation as soon as conveniently possible, detailing two officers, or one officer and one Warrant Officer for claims by ratings/ranks, to conduct it. These officers are to enquire into the circumstances of the loss or damage and provide a report:
 - a. Describing the circumstances of the loss or damage.

- b. Certifying whether or not:
 - (1) The claim is admissible and, if it is, under which category in [Para 5903](#).
 - (2) The relevant conditions in [Para 5904](#) have been met.
 - c. Describing the measures taken to effect recovery, if appropriate.
2. If the claim is for damage, the investigating officers should also include or state:
- a. The nature and extent of the damage.
 - b. The action taken by the claimant to have the article cleaned or repaired. Items should be repaired whenever economically possible and claims are to be supported by receipted bills. The full cost of cleaning or repair may be paid provided that this does not exceed the depreciated value of the article for which compensation has been claimed. If the article is deemed to be beyond economical repair, a certificate to that effect should be obtained from a reputable firm.
 - c. The actual cost or estimated cost of repairs or cleaning, or the estimated reduction in value of the article as a result of the damage - whichever is the greater.
 - d. Witness statements if available.
 - e. Confirmation that the article was not covered by insurance or any other provision for replacement.
3. Claims are to be submitted to the local management authorities, on JPA F014 together with a copy of the investigation report (if deemed necessary).

5907. Assessment of Compensation

1. The assessment of compensation proposed by the investigating officers should be shown in cash. Compensation for items of compulsory kit and personal effects should be assessed on the current cost of replacing the article by a new one, less an abatement where justified in respect of age and depreciation of the article at the time of loss (*see also Para 5903 1d sub para (2)*). If articles are not available for inspection, the assessment should be made on a reasonable arbitrary basis having regard to the age and normal life of the article and its replacement cost. Full replacement value at current issuing prices should, however, be awarded for items of optional kit. The different basis for assessing compulsory (as opposed to optional) kit items, is to take account of OUR/KUA, which is based on all compulsory kit items.

2. Guidance for Investigating Officers.

- a. **Books and instruments.** The claim is to give the title of the book and the publisher's name or the replacement cost of the instrument and the maker's name.

b. **Tools.** If the lost tools are part of a Service tool kit held on individual loan (see BR 96, Materiel Accounting and Storekeeping Manual), they will be replaced in kind. Cash will not be paid in compensation for tools held on loan or for tools of a private nature held voluntarily.

c. **Watches** (see **Para 5902 sub para 1**). If a watch is lost or damaged during the course of duty, a grant may be authorized (subject to any restriction in force) towards the cost of replacement or repair. The claim should:

- (1) Describe the watch.
- (2) Give the original purchase price and current cost of replacement/repair.
- (3) Say when and where it was purchased.

d. **Spectacles and Dentures** (see **Para 5902 sub para 1**). Since these articles are available from service sources, compensation for loss or damage of privately obtained items is not normally payable.

e. If an individual has been, or is due to be, released from the Service and re-equipment is therefore unnecessary, a report of the circumstances should be forwarded to the appropriate Management area, who may at their discretion make some payment. Such an award will never exceed the depreciated value of the lost or damaged article. Reports should give details of any uniform unnecessarily purchased by the claimant before release.

f. If an individual dies before any award is authorized, no compensation is payable to the estate. The Ministry of Defence may, however, at their discretion authorize some payment to the legal representatives of the deceased for any expenditure incurred on re-equipment before the individual's death.

3. A claimant may be required to produce evidence of ownership and of the value of the article for which compensation is being claimed. Where the owner of lost articles has subsequently died the Ministry of Defence may require proof that replacement was made before death.

4. HM Treasury regularly produces guidelines on the maximum sum admissible for individual articles and how to calculate the related depreciation factor when assessing a claim. It is to be noted that the starting point for depreciation costings should be taken from the replacement value. If calculations indicate that the claimant will receive no payment due to the age of their personal items, the assessor can authorise a payment based on 10% of the replacement value. The purpose of the guidelines is to assist management authorities in ensuring that an equitable standard of assessing claims and awarding compensation is made throughout the Department. The guidelines are promulgated by Defence Instruction Notice.

5908. Submission and Approval of Claims

1. Claims are to be submitted on JPA F014 for service personnel and MOD Form 441, for civilian staff, together with all available detail and documentary evidence within one month of the incident giving rise to the loss or damage. A Commanding officer of the rank of Lieutenant Commander/Captain Royal Marines and above is authorised to approve individual claims which comply with these regulations. Common Law compensation claims, and those falling under the provisions of **Para 5903 sub para e**, **sub para f** and **sub para g** or **Para 5904 sub para 3**, are to be forwarded through the Command Headquarters to DJEP CLCP. They are to bear the recommendation of the Commanding Officer and are to be accompanied by the Unit investigation report under **Para 5906**. In addition, multiple claims (i.e. claims from a number of individuals arising from the same incident, e.g. a fire) should be sent to DJEP CLCP for consideration if one or more of the claims is valued at more than £1000. This is to ensure uniformity and consistency of approach in dealing with all the individual claims.

2. The Commanding Officer or the administrative authority is to award only such compensation as they may consider equitable on the merits of the claim. In no case is a claim assessed below £20 to be paid (see **Para 5905 1 sub para c**) nor is the limit set in HM Treasury guidelines for individual articles to be exceeded.

3. After approval of payment the original copy of the report together with supporting evidence, vouchers, receipts, etc., should be retained by the approving authority for one year.

4. Necessary articles of uniform and clothing may be replaced immediately after the loss and their value charged as a casual payment on the ledger against the individual to whom the issue is made, without waiting for approval to pay the claim. Abatement from pay may be deferred until the claim is paid and, if necessary, the casual payment may be carried forward as a temporary overpayment.

5. The Commanding Officer may, if necessary, authorize reasonable advances of cash to an individual to enable them to re-equip themselves. Such payments are to be reported to the administrative authority or to the Ministry of Defence DJEP CLCP as appropriate when forwarding the claim for approval.

6. Payment of regulational claims should be arranged locally and must be authorised by the Commanding Officer of the rank of Lieutenant Commander/Captain Royal Marines or equivalent. Funding for these claims was disaggregated to TLBs on 1 April 1997 and management authorities should note that payments are to be debited against **RAC NKA002**.

5909. Separation from Kit

1. The procedure to be followed in cases where individuals become separated from their kit owing to Service reasons is laid down in BR 96, *Material Accounting and Storekeeping Manual*, Part III Article **4078**.

5910–5920. Unallocated

SECTION II - COMMON LAW/MARITIME CLAIMS

J.5921. Introduction

1. This section deals with claims at common law made against the Ministry of Defence or its servants in respect of damage to or loss of property and for personal injury or death caused or alleged to be caused by the Ministry of Defence or its servants. It also deals with common law claims brought by the Ministry of Defence against other parties. It does not deal with claims arising from purchase or other contracts, claims for awards under Royal Warrant, Order in Council or Order of Her Majesty relating to disablement or death, or claims and recoveries allowable under Departmental Regulations. Nor does it deal with claims arising from Hirings and requisitions which are dealt with by DE&S.

2. (*Navy only.*) Attention is drawn to the instructions on compensation for damage to personal property belonging to civilian personnel and workpeople on duty in JSP 754 Tri-Service Regulations for Pay and Charges on damage to stores and barrack buildings and JSP 752 Tri-Service Regulations for Allowances. For indemnities, see Chapter 60.

J.5922. Mutual Waiver of Claims

1. Claims for compensation in respect of loss or damage, if received from or proposed to be made against other Forces, other governments or other government departments, may be the subject of a special agreement or mutual waiver and should be referred to the Ministry of Defence DJEP CLCP with all supporting documents before any action is taken.

J.5923. Division of Responsibility

1. Within the Ministry of Defence responsibility for handling all common law claims lies with DJEP CLCP and the appropriate Area Claims Officers overseas, except those types of claims handling which have been contracted out to commercial claims handlers. Responsibility for handling claims arising from training and manoeuvres (except low flying) within the United Kingdom, lies with the local Defence Infrastructure Organisation (DIO) Office under delegated authority from the Head of CLCP. Full details are given in Annex A to Chapter 59, J.

J.5924. Method of Reporting

1. **Traffic Accidents.** Traffic accidents involving Ministry of Defence vehicles are to be reported in accordance with JSP 800, Vol 5. *Defence Road Transport Regulations*.

2. **Aircraft Accidents.** Aircraft accidents involving Ministry of Defence aircraft are to be reported in accordance with the following Service instructions:

Royal Navy and Army: JSP 550

3. **Maritime Accidents.** Maritime accidents involving MOD ships and marine craft accidents occurring on board such vessels whilst at sea or under way are to be reported in accordance with the following separate Service instructions:

- | | |
|------|--|
| RN | Para 5928 for ships operated by the RN, including Royal Fleet Auxiliaries and other ships or craft in the naval service. |
| Army | Army Maritime Instructions for marine craft. |

4. **Hovercraft Accidents.** Accidents involving MOD hovercraft are to be reported to DJEP CLCP using special accident report forms (MOD Forms 95 and 95A).

If at any time a compensation claim for death or injury, sustained in any theatre and reported in accordance with the above procedures, is made or intimated by a MOD employee whether Service personnel or United Kingdom Based Civilians (UKBC) Non Industrial and Industrial Civil Servant, should be forwarded to, or the claimant be instructed to write, as follows:

Topmark Claims Management Ltd
160 Bath Street
Glasgow
G2 4TB

5. **Accidents and Miscellaneous Occurrences.** Accidents and miscellaneous occurrences not falling under **Para J.5924 [sub para 1](#) to [sub para 4](#)** are to be reported as follows:

a. As a minimum, in all circumstances where injury occurs, MOD Form 510 (or local equivalent accident report form) must be carefully completed together with details of witnesses, etc. Guidance about the completion and retention of accident report forms can be found in JSP 375, Vol 2, Leaflet 14.

b. Any other claims against the MOD arising from incidents occurring in the UK, resulting in death or personal injury to third parties or loss or damage to property where it is alleged that the MOD was negligent should be forwarded to:

Ministry of Defence
DJEP CLCP
Level 3, Spine H & I
Main Building
Whitehall
London
SW1A 2HB

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c. General enquiries from Units and Establishments or individuals concerning MOD procedures relating to personal injury, clinical negligence, miscellaneous claims (employer's liability claims which do not involve personal injury, for example wrongful imprisonment or wrongful enlistment) should be directed to:

Ministry of Defence
DJEP-CLCP
MOD Main Building,
Whitehall,
London, SW1A 2HB

Tel: 020 7218 1842 (Mil: 9621 81842)

Fax: 0207 218 6481 (Mil: 9621 89078)

d. **Overseas Areas**

(1) When an incident occurs which results in injury or death of, or in loss of or damage to the property of, Ministry of Defence locally employed civilian personnel arising out of and in the course of their employment any claim should be submitted to the local civilian establishment branch or Claims Office in accordance with individual theatre regulations. Any claim made by a local employee or third party at common law should be sent to the appropriate Claims Office responsible for the country. (See Annex A to Chapter 59, Part 2).

(2) The appropriate Claims Office will handle claims resulting from injury to or death of persons or animals, or in loss of or damage to property, other than those covered in previous paragraphs. (*Navy only* - see also Section III).

e. **Training and Manoeuvre Damage**

(1) In the United Kingdom any claims for damage occasioned to private property, including livestock (but excluding damage occasioned by low flying military aircraft activity), during training and manoeuvres will be investigated and settled by the local Defence Infrastructure Organisation (DIO) Office in accordance with the delegated authority from the Head of CLCP.

(2) In overseas areas the local Area Claims Officer, where there is one, or DJEP CLCP manage training and manoeuvre claims.

J.5925. Writs and Summons

1. On receipt of a writ or summons naming a member of the Services as defendant in a common law claim by a third party, or if other urgent matters arise in respect of any common law claim made against the Ministry of Defence, it is to be reported immediately by telephone or other available means to the appropriate authority.

J.5926. General

1. Claims which fall within this section are to be settled only by the authorities mentioned, except where powers of settlement have been specifically delegated by the Head of CLCP. All personnel are forbidden to enter into correspondence or discussions with any person in connection with an incident likely to lead to a third party claim, or to do anything which might be interpreted as an admission of liability.

2. New Civil Procedure Rules were introduced on 26 April 1999. The Rules significantly change the way Common Law claims are handled, include pre-action protocols, and govern the conduct of litigation. Any letter of claim (which will contain a clear summary of the facts on which the claim is based, including allegations of negligence, and will include details of any injuries suffered or financial losses incurred) received from a claimant, insurance company, solicitor or other interested party is to be forwarded immediately to DJEP CLCP as the appropriate authority, and no reply or acknowledgement whatsoever is to be sent to the writer. Failure to meet the protocol requirements can lead to sanctions being imposed by the courts. It follows that only DJEP CLCP may interpret what constitutes a letter of claim and how an acknowledgement should be phrased.

3. Units, ships and establishments will be notified by a Claims Officer if any statement or supplementary statement from a witness, or the attendance of such a witness is required. Any request from a Claims Officer or insurer acting for the MOD to obtain such a statement will be taken as referring solely to a statement required for claims purposes and not to one for disciplinary purposes. The evidence of police and civilians required solely for disciplinary purposes may, however, be obtained direct by the quickest possible means.

4. Units, ships and establishments are reminded that any requests made by Claims Officers or the Department's commercial Claims Handlers for additional information, which may include Service Inquiry reports, Service Police reports and unit enquiries, are made both in the interests of the Ministry of Defence and of the Service, and is for the purpose of ensuring that a claim by or against the Ministry of Defence, or the initiation of a claim, is properly considered. All personnel should also be aware that legal proceedings are frequently served and Claims Officers are frequently called upon to prepare a case for Court Hearing. All Claims Officers are obliged to comply with the Rules of Disclosure and no information is disclosed without authority from the appropriate authorising branch. Units, ships and establishments are therefore to comply fully and promptly to such requests.

5. Personnel who receive claims for compensation addressed to them personally should forward them to the Ministry of Defence (DJEP CLCP) for handling and settlement. The Ministry of Defence is liable in law to pay compensation for negligent actions of its employees which they may have committed in the course of their official duties, and there is no requirement for personnel to purchase insurance cover against being sued whilst at work. If, however, personnel commit actions which are grossly outside the requirements of the service and which result in injury or damage to property, they may be held personally liable and may have to pay compensation themselves.

J.5927. Off-Duty Claims

1. In the United Kingdom the Ministry of Defence does not accept responsibility for claims against Service personnel arising from off-duty incidents and claimants are expected to seek redress against the individuals responsible for the injury or loss.

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2. Overseas there is provision in certain international agreements (e.g. NATO Status of Forces Agreement) for the Ministry of Defence to consider claims arising from off-duty incidents on an ex gratia basis and DJEP CLCP or the local Area Claims Officer as appropriate should be contacted when any such claim arises.

5928. (Navy only) Maritime Claims - General

1. [Para 5928](#)–[Para 5932](#) (which, as appropriate, should be read in conjunction with Annex 59B) outline the procedures to be followed in processing claims for loss or damage arising out of the navigation or operation of a vessel and other maritime incidents and include those involving:

- a. Collisions and other navigational incidents reported under **4507**.
- b. Oil spillage.
- c. Gunnery/missile firing incidents.
- d. Damage to naval static property by merchant vessels or other vessels or craft not owned by the Ministry of Defence.
- e. Damage to fishing gear.

2. **Authorities Responsible for Claims Action.** The authorities listed below are responsible for ensuring that the correct action is taken promptly after an incident in an area of their concern giving rise to a maritime claim by or against the naval and marine forces, or in respect of Royal Fleet Auxiliaries, Royal Maritime Auxiliary Service vessels or other ships and craft in MOD service, so that the interests of the Ministry of Defence in any subsequent claim or litigation proceedings are not jeopardized. Reports of incidents giving rise (or likely to give rise) to a claim by or against the Ministry of Defence, and any letter of claim received are to be forwarded to the appropriate authority of those listed below:

- a. Authorities.
 - (1) Flag Officer Scotland, Northern England and Northern Ireland.
 - (2) Queens Harbour Master Portsmouth.
 - (3) Flag Officer Sea Training.
 - (4) Commander British Forces Gibraltar.
 - (5) Commander British Naval Staff, Washington.
 - (6) Head of British Defence Liaison Staff, Canberra.
 - (7) Commodore Clyde.
 - (8) Commander British Forces South Atlantic Islands.

- (9) The local British Naval Attaché, British Embassy/High Commission; or if none of the above is appropriate:
- (10) DJEP CLCP.
- b. For incidents abroad involving a Royal Fleet Auxiliary vessel:
- (1) RFA agent; or
 - (2) Commodore Royal Fleet Auxiliary.
- c. For incidents abroad involving a Royal Maritime Auxiliary Service vessel:
- (1) RFA agent (who will act as RMAS agent); or
 - (2) General Manager RMAS.
- d. For incidents involving cadet forces:
- (1) Chief of Naval Personnel & Training / Second Sea Lord
- e. For incidents involving Royal Marine craft:
- (1) Commandant General Royal Marines who may exercise the authority delegated by **Para 5929 sub para 4** and **sub para 5**.

5929. Collisions and other Navigational Incidents - Claims

1. This Article applies specifically to claims arising out of incidents reported under **4507** but provides guidance also for the processing of those referred to in **Para 5930**, **Para 5931** and, as appropriate, **Para 5932**. It should be read in conjunction with Annex **59B**.
2. Responsibility for Claims Action.
 - a. The appropriate authority of those listed in **Para 5928 sub para 2** should:
 - (1) Enter into preliminary negotiations with the other party.
 - (2) Ensure that the incident has been reported in accordance with **4504.1a** and **c** or **Para 5931 sub para 3** and **sub para 6** and establish whether, in cases where fishermen allege damage to trawls etc. through the activities of HM ships or other vessels in the naval service, action has been taken as required by **4501.3**.
 - (3) Ensure that all matters which may affect liability have been or are being investigated and that any appropriate witnesses' statements have been obtained. Where liability in an incident reported under **4507.2c** depends on establishing the extent to which a naval vessel was at fault, however, the investigation will be carried out and the details forwarded to the authority dealing with the claim in accordance with paragraph 3 of Annex 59B.

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(4) Ensure that any necessary joint survey has been or is being arranged and that any photographs or details of the damage have been passed to the surveyor representing the Ministry of Defence (see Annex 59B, paragraphs **14–22**).

(5) Ensure that the sum sought by a claimant in compensation for damage caused by a naval vessel does not exceed the limitation fund of the vessel (see Annex 59B, paragraph 13).

b. The authority concerned should either settle the claim in accordance with Clause 5 below or, if the claim cannot be dealt with locally, forward the details of the claim to DJEP CLCP in accordance with Clause 6.

3. **Serious or Difficult Cases.**

a. Guidance on the procedures to be followed is to be sought from DJEP CLCP.

b. In major cases where the preliminary negotiations with the other party are conducted by the Treasury Solicitor, the authority concerned will be informed that the action specified in Clause 2 will be co-ordinated by DJEP CLCP.

4. **Admission of Liability.** Only Flag Officers, Commanding Officers and DJEP CLCP may admit liability, repudiate claims or otherwise enter into negotiations over liability with other parties. Action by all other authorities is to be carried out *without prejudice*.

5. **Local Settlement.**

a. Flag Officers and Commanding Officers are authorised to settle on behalf of the Ministry of Defence claims for compensation arising from incidents reported under **4507.2c** where they are satisfied that the following conditions are fulfilled:

(1) The naval vessel is 100% liable for the incident.

(2) The claim is fair and reasonable.

(3) The claim does not include personal injury.

(4) The amount of settlement does not exceed the limitation fund of the naval vessel involved (see Annex 59B, paragraph **13**).

(5) The amount does not exceed the level of authority delegated by Hd of CLCP.

b. Payment is to be made only to the owner of the damaged property or to persons nominated by the owner to act on their behalf such as solicitors or an insurance company and the payable order annotated in full final settlement of the claim against the Ministry of Defence.

c. Payment should be charged to the Navy Maritime Compensation Vote sub-item which covers damage caused by HM ships and other vessels in the naval service.

d. A monthly report giving brief details of claims settled under **Para 5929 5 [sub para a](#)** should be forwarded to DJEP CLCP.

e. There is no delegated authority for settlement of claims against other parties to be made locally.

6. **Forwarding Claims.** If a claim cannot be settled locally or if a claim is to be pursued against another party, the details of the claim are to be forwarded to DJEP CLCP Claims 2 in the following form:

- a. Report of incident.
- b. Witnesses' statements, or names and addresses of witnesses if appropriate.
- c. Previous correspondence with the other party.
- d. Joint survey report where appropriate.
- e. Covering comments.

5930. Oil Spillage and Gunnery or Missile Firing Incident - Claims

1. **Oil Spillage.** Claims against the Ministry of Defence which arise out of damage caused by the spillage of oil into the sea or into harbour, port or inland waterway and which involve naval vessels, structures or establishments should be dealt with as appropriate under the procedures laid down in **[Para 5929](#)** taking account of the following:

- a. Any claim settled locally is to be paid without admission to liability and in full and final settlement of the claim against the Ministry of Defence.
- b. Unless the claim arises from a collision incident, settlement should be made from the Navy Miscellaneous Maritime Compensation Resource Account Code.
- c. Brief details of any claim settled under delegated authority should be forwarded to DJEP CLCP.
- d. If a claim cannot be settled locally or if a claim is to be pursued against another party appropriate details, on the lines of those required by **Para 5929 [sub para 6](#)**, are to be sent to DJEP CLCP.

There is no delegated authority for settlement of claims in respect of oil spillage outside home waters.

2. **Gunnery or Missile Firing Incidents.** Claims arising out of damage to property not owned by the Ministry of Defence by the firing of shells/missiles from one of HM ships should be dealt with the procedures laid down in **[Para 5929](#)**. There is no delegated authority for such claims to be settled locally: relevant information as required, on the lines of by **Para 5929 [sub para 6](#)**, should be forwarded to DJEP CLCP.

5931. Damage to Naval Static Property

1. **General** (see also guidance in [Para 5929](#)). Authorities locally responsible for the administration of static property such as jetties, wharves, piers, docks, locks, basins, buoys, pontoons, dolphins, underwater cables, oil fuel lines or other structures owned or occupied by the Ministry of Defence (Navy) damaged by a vessel not owned by the Ministry of Defence, should take certain measures immediately after the incident to ensure that any claims procedures against the offending vessel will not be jeopardized.

2. **Immediate Action.**

a. The authority locally responsible for the damaged structure should show the Master of the vessel the extent of the damage and obtain full details of the vessel (see Clause 3 below).

b. The Ministry of Defence Police, the Queen's Harbour Master (if the incident occurred in a dockyard port) and the Area Flag Officer are to be informed immediately by telephone if:

(1) The vessel is unidentified; or

(2) The incident may have been an offence under local by-laws or Port orders;
or

(3) The vessel is foreign and may be attempting to sail out of United Kingdom territorial waters in order to avoid British jurisdiction.

3. **Signalled Report.** An initial report is to be made as soon as possible after the incident by signal (SIC Z4E) to the appropriate authority of those listed in [Para 5928 sub para 2](#) and to the Ministry of Defence (Navy). (If the authority locally responsible for the property is one of those listed in [Para 5928 sub para 2](#) the signal to the Ministry of Defence (Navy) is still required.) The signalled report is to be made in the following form:

a. Name of vessel.

b. Home port.

c. Name of port from which the vessel has come.

d. Name of port to which the vessel is going.

e. Flag state.

f. Tonnage (approximate).

g. Name, address, telephone number and e-mail address of person who should be contacted about any possible claim.

h. Property which vessel has damaged.

i. Date and time of incident.

- j. Extent of damage to naval property (e.g. serious, minor, etc.).
 - k. Any other relevant information.
 - l. Confirmation that a written report will be forwarded.
4. **Joint Survey.** The appropriate authority of those listed in **Para 5928 [sub para 2](#)** should ensure that prompt action is taken, if appropriate, to arrange a joint survey of the damage caused (see **Para 5929 2 a [sub para \(4\)](#)** and Annex 59B, **[Para 14–Para 22](#)**).
5. **Minimizing losses.** See Annex 59B, Para 23 **[sub para b](#)**.
6. **Written report.** The signalled report is to be followed without delay by a written report to the appropriate authority of those listed in **Para 5928 [sub para 2](#)**. If the authority locally responsible for the property is one of those listed in **Para 5928 [sub para 2](#)**, the report by this authority should be forwarded as soon as practicable with other appropriate information, to DJEP CLCP (see **Para 5929 [sub para 6](#)**). The report is to include the following information:
- a. A description of the incident, stating how the vessel appeared to be at fault, providing a diagram and photographs if necessary;
 - b. Whether a pilot was on board or tugs were being used at the time of the incident;
 - c. If the pilot is employed by, or the tug is owned by the Ministry of Defence, did the vessel sign a Form D.461 or D.462? (In such cases separate reports from the pilot and the Master of the tug are to be forwarded through Marine Service channels in accordance with BR 8514, Chapter 7.)
7. **Naval Property Abroad.** When merchant or private vessels cause damage to static property owned or occupied by the Ministry of Defence (Navy) abroad, the authority locally responsible for the property should take action in accordance with this Article and, as appropriate, with **[Para 5929](#)**.

5932. Damage to Fishing Gear

- 1. Damage/loss may be caused through:
 - a. The activities of HM ships or other vessels in the naval service including naval hovercraft.
 - b. The activities of foreign naval vessels.
 - c. The trawling of items of practice ordnance and associated armament stores/equipment.
 - d. The trawling of items of ordnance of wartime origin.
 - e. The trawling of items of equipment/stores (other than those at **[sub para c](#)** and **[sub para d](#)** above).
 - f. The trawling of aircraft wreckage.

2. **Damage/loss Caused by HM Ships or other Vessels in the Naval Service.** Regard should be paid to the instructions in **4501.3** and, as appropriate, to those in [Para 5929](#):

a. Claims for compensation submitted by fishermen on Form S.1301 in respect of loss of or damage to nets, trawls or other fishing gear in home waters and for consequent loss of fishing time may be settled locally on the authority of the local Flag Officer up to a limit of £8000 for any one claim provided that, after investigation by the naval authority and independent assessment of the amount claimed (normally in the UK by the local Sea Fisheries Inspectorate through whom the fishermen submit their claims), naval liability is established.

b. Payments made locally should be accompanied by a statement that they are without prejudice to liability and in full and final settlement of the claim against the Ministry of Defence and charged to the Navy Miscellaneous Maritime Compensation Vote sub-item.

c. Claims exceeding the £8000 limit and any cases of doubt (e.g. if prior warnings or Notices to Fishermen etc. were not observed) should be forwarded with appropriate supporting documents and covering comments by the Flag Officer to DJEP CLCP.

d. Claims arising from incidents occurring abroad should be forwarded by the local naval authority, with supporting documents and comments, to DJEP CLCP or the appropriate Area Claims Officer.

3. **Damage/loss caused by Foreign Naval Vessels to Fishing Gear Owned by United Kingdom Fishermen.** (See also Annex 59B, paragraphs 8b and 8c.) Normally the Ministry of Defence has no liability to handle compensation claims for alleged damage or loss in these circumstances. When a claim cannot be settled amicably between the claimant and the foreign naval authority concerned, or where there is doubt about the foreign vessel's responsibility or other complicating factors, details of the claim on Form **S.1301**, certified by the local Sea Fisheries Inspectorate and with any comments by the Flag Officer, should be forwarded without delay to DJEP CLCP for action.

4. Damage/loss caused through Trawling of Items of Royal Navy, Army or Royal Air Force Practice Ordnance and Associated Armament Stores/Equipment. (See also Clauses 5b and 5c.) In cases where fishermen have sustained damage or loss through the trawling practice bombs, torpedoes, bombs, shells, etc. and associated armament stores/equipment (e.g. mine carriages, multiplanes, floats, etc.) the following procedures apply:

a. Claims from fishermen on Form **S.1301** in respect of loss or damage to nets or other fishing gear and any consequent loss of fishing time through trawling such items should be dealt with by the local Flag Officer as in Clauses 2a and 2b above, consulting Army or Royal Air Force authority as to the identity, age, etc. of an object as appropriate (and in the case of a torpedo, whether it is serviceable or unserviceable).

b. Compensation claims exceeding £8000, or in any cases of doubt or claims for damage to fishing vessels alleged to have been caused by practice ordnance etc. should be forwarded with supporting documentation and comments to DJEP CLCP.

c. Local payment of a reward for recovery (or leading to recovery) of a practice torpedo or mine, to which a claimant may be entitled in addition to compensation for damage and loss, may be made in accordance with the provisions of **4674** and **4676** as a charge to the Navy Maritime Compensation Vote sub-item. When a claim for damages is forwarded for consideration to DJEP CLCP in accordance with instructions in Clause 4b it should be confirmed whether or not local payment of an appropriate reward has been made to the claimant.

d. Claims arising from incidents occurring abroad should be dealt with as in Clause 2d.

5. **Damage/Loss caused by Trawling of Items of Ordnance of Wartime Origin.**

Ministry of Defence accepts no *liability in law* for damage or loss caused by items of wartime explosive ordnance, but the following compensation arrangements apply:

a. Claims for damage to fishing gear and loss of fishing time arising from the trawling of such ordnance whether of British or foreign (invariably German) origin (which may include torpedoes, bombs, mines, shells or other explosive ordnance originating from ships or aircraft) encountered within 12 miles of the United Kingdom's shores may be settled by the Flag Officer on an ex gratia basis up to a limit of £8000 (as a charge to the Navy Miscellaneous Maritime Compensation Vote sub-item) subject to:

(1) Confirmation by the Officer-in-Charge of the Explosive Ordnance Disposal Unit that the object has been located and rendered harmless (but see also Clause 5b below).

(2) An acceptable independent assessment of the fishermen's claim on Form S.1301, by the Sea Fisheries Inspectorate.

(3) The signing of a form of discharge by the claimant in the following terms before payment is made:

'I, the undersigned, do hereby testify to my understanding that the payment listed hereunder is made to me ex gratia and that I have no claim in law against the Ministry of Defence or any other emanation of the Crown.'

b. Compensation for loss of fishing time is payable for any period in which the Explosive Ordnance Disposal Unit is called out and uses a fishing vessel and/or the services of the skipper and crew to assist in locating a suspected explosive object even if:

(1) The object is not located; or

(2) It is found to be something other than an item for which compensation for loss of fishing time is payable under the rules in this clause and in Clause 4, provided the Flag Officer is satisfied that the fisherman has acted in good faith.

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c. If an item identified under sub-paragraph 5b(2) is not of Service origin a claim for damage to fishing gear arising from contact with the object should not be met. If the item is found to be one of those covered by Clauses 7 and 8 below the total claim should be forwarded with supporting documents and comments by the Flag Officer to DJEP CLCP.

6. **Rules to be observed by Fishermen when they Trawl Explosive Ordnance.** In their own interest, opportunity should be taken to draw the attention of fishermen, when appropriate, either through the Fisheries Inspectorate or directly, as the occasion arises, to the general guidance in *Admiralty Notices to Mariners*, No. 6 about the action to be taken when a suspected explosive item is encountered.

7. **Damage caused by Trawling of Items of Equipment/Stores (Other than those Items Covered by Clauses 4 and 5).**

a. Area Flag Officers do not have delegated authority for settling claims for damage to fishing gear and loss of fishing time arising from the trawling of items which may include buoys (sonar, mooring or marker buoys etc.) or other miscellaneous items of naval origin. Any claim submitted (on Form S.1301) by a fisherman (who may also be entitled to a reward in respect of the recovery of an item of value to the Ministry of Defence) should be forwarded with supporting documents and comments by the Flag Officer (to include information about the value of the item if known) to the DJEP CLCP.

b. Claims arising from incidents occurring abroad should be dealt with as in Clause 2d.

8. **Damage caused by Trawling Parts of or Equipment from Crashed MOD Aircraft.** There is delegated authority for settlement of claims arising from trawling these items, and such claims should be dealt with as in Clause 4 above.

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SECTION III - SPECIAL PROCEDURES FOR CLAIMS ARISING IN FOREIGN COUNTRIES

5941. Claims Against Naval and Marine Personnel in Foreign Countries

1. The action required of Commanding Officers in regard to claims against naval or marine personnel arising from incidents in foreign countries is governed, in NATO countries, by the provisions of the NATO Status of Forces Agreement which covers tort claims incurred both while on duty and off duty. ('Torts' are wrongful, injurious or negligent acts.) Claims arising in non-NATO countries (which may be subject to a MOU or other agreement) from torts done in the course of official duty are dealt with as claims against the Ministry of Defence; the handling of claims arising in such countries from off duty torts, e.g., while on shore leave, is described in subsequent articles.

5942. NATO Countries - On-Duty and Off-Duty Tort Claims

1. The claims procedure in Article VIII of the Agreement regarding the Status of Parties to the North Atlantic Treaty signed at London on 19th June, 1951 (Cmd 9363) applies in Albania, Belgium, Bulgaria, Canada, Croatia, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, the Slovakia, Slovenia, Spain, Turkey, the United Kingdom, and the United States of America.

a. The following countries are members of Partnership For Peace who may be party to the above claims procedures;

Austria, Azerbaijan, Georgia, Kazakhstan, Macedonia (the former Yugoslav Republic of), Moldova, Sweden, Ukraine and Uzbekistan.

2. Article VIII of the Agreement contains provisions for dealing with and settling certain categories of claims including:

a. Claims for damage to property of governments of the contracting States arising in connection with the operation of the North Atlantic Treaty.

b. Claims from third parties in respect of acts or omissions (negligence) of members of a visiting force or its civilian component occurring in the territory of a receiving State (i.e., the State to which the visit is paid) and done in the performance of official duty.

c. Claims from third parties for death or personal injury arising out of the navigation or operation of a ship used by the forces or the loading, carriage or discharge of cargo from it, and occurring in the receiving State or its territorial waters.

d. Claims from third parties against members of a visiting force or civilian component arising out of their tortious acts or omissions (negligence) occurring in a receiving State but not done in the performance of official duty.

3. The Agreement does not cover contractual claims or:

a. Third-party maritime claims for material damage occurring in the ports or territorial waters of a receiving State; or

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- b. Third-party maritime claims occurring outside territorial waters.

Claims within categories 3a and b are to be reported to DJEP CLCP in the normal way (copy to the Naval Attaché concerned).

4. The Service or civilian personnel covered by the NATO claims procedure must have come to the country concerned (the receiving State) on official duty, i.e., not privately on leave. Personnel of any of HM ships which are visiting the port of a NATO country are covered, as well as personnel stationed in the receiving State or landed for exercises or training. Members of the Armed Forces of the United Kingdom include, for this purpose, members of the Reserves under training; the 'civilian component' includes members of the sponsored organisations and Ministry of Defence United Kingdom based civilian staff. The staff of Naval Attaches are not included.

5. Members of the forces of Commonwealth countries (other than Canada) and of non-NATO countries, who may be borne in HM ships, are not covered by the Agreement; nor are persons who are not in the employ of the Ministry of Defence (e.g., servants, laundrymen, or civilian passengers).

5943. NATO Claims Arrangements

1. Third-party claims arising from accidents caused when personnel are on duty are, under the NATO claims arrangements, investigated, assessed and paid by the authorities of the receiving State in the same way as local claims arising from the activities of its own forces; and accounts are subsequently rendered to the sending State. Third party claims arising from acts done by off duty personnel, including claims resulting from the unauthorised use of Service vehicles, are considered and assessed (but not paid) by the receiving State and a report is submitted to the sending State who decide whether to offer an *ex gratia* payment and in what amount.

2. Both on duty and off duty claims are handled, as between the NATO governments by designated Claims offices. DJEP CLCP handles all such claims involving United Kingdom armed forces, except where there is an Area Claims Officer or deployed Claims Officer, through Service attaches. Addresses are shown at [Annex 59A](#), Part 3. Commanding Officers are therefore to address reports on incidents giving rise to claims to the appropriate office.

3. Copies of reports under Clause 2 are to be sent at the same time to

- a. The ship's administrative authority.

4. These reports should state:

- a. Date of incident, ship involved, particulars of the personnel involved, full details of the circumstances and of the damage claimed, and the names and addresses of claimants and witnesses. Service and civilian police reports, if compiled, should also be forwarded. If, for any reason, the naval personnel alleged to be responsible cannot be identified the circumstances should be stated.

- b. Whether or not the act or omission giving rise to the claim was done in the performance of official duty.

- c. Whether naval disciplinary action or local police action has been or is to be taken.
 - d. Whether proceedings by the claimant in a local court are likely and whether the officer or rating concerned has admitted responsibility for the damage and has expressed their willingness in writing to pay compensation.
5. Persons making claims should be told to send their claims to the responsible office of the Receiving State and not to any British Consul or other authority.

5944. Off-Duty Claims in Foreign Countries

1. The Ministry of Defence accepts no liability for the acts of naval personnel while off duty. No payment or promise of payment from naval funds is to be made (either direct or through the Consul) unless the individual concerned has undertaken to reimburse the Crown, or express DJEP CLCP approval is obtained.

2. When an incident ashore in a foreign (NATO or non-NATO) country leads to a claim for damages or injury against an individual who was not on duty at the time, and their responsibility is proved or is admitted by them, they should be encouraged to settle the claim promptly and privately, direct with the claimant. The help of the British Consul or Naval Attaché may be sought. The moral and legal obligation to pay should be impressed on the individual. An advance of pay may be made to help them meet the claim, provided that the amount so advanced does not normally exceed a sum reasonably recoverable from them within a maximum of six months or before the termination of their service, if earlier.

3. If it is not possible to reach a quick and amicable settlement with the claimant, the individual responsible should be asked whether, if a settlement is negotiated officially, they are willing to reimburse the Ministry of Defence for any sum paid and up to what maximum. If any advance of pay would be necessary, the maximum should be as in Clause 2. Any undertaking to this effect must be made voluntarily and should be in writing. There is no power to impose monetary charges in such cases; naval disciplinary action in respect of any offence from which the claim arises is to be taken first and the matter of payment should be raised independently afterwards.

4. If the amount of the claim is likely to exceed the individual's resources or if they are unwilling to pay, the circumstances should be reported to the administrative authority (copy to DJEP CLCP) for directions.

5945. Unsettled Off-Duty Claims

1. In a NATO country, any off-duty claim that cannot be settled on the spot by private arrangement, e.g., while the ship is in port, should be reported without delay to the appropriate United Kingdom Claims Office, with the details required by **Para 5943 sub para 4**. The Consul, if involved, should be asked to take no action but pass any correspondence to the Claims Office. The claimant is at the same time to be informed that the matter is to be dealt with under the NATO SOFA procedure and that they must pursue the matter with the responsible office of the receiving State. If the individual responsible has given a written undertaking to pay, the original should be sent to the sending State Claims office and a copy to the Ministry of Defence. The sending State Claims office will, if appropriate, make proposals to the Commanding Officer about payment by the individual.

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2. In a non-NATO country, an off-duty claim that cannot be settled on the spot is to be referred to, or left in the hands of, the British Consul or Naval Attaché with a report on the circumstances and the action so far taken, including disciplinary action. The report should, if necessary, ask for a recommendation as to a fair settlement and should make clear whether any further authority is required before payment. If, on the merits of the claim, it is recommended by the Consul or Naval Attaché that an *ex gratia* payment from public funds should be made for the whole or part of the claim, the recommended settlement should be reported urgently to DJEP CLCP or appropriate Area Claims Officer (copy to administrative authority) for approval before payment.

3. If, in any non-NATO foreign country, the Commanding Officer cannot discover the identity of an individual responsible for an off-duty tort giving rise during the ship's visit to a claim, but is reasonably satisfied that a member of the ship's company was responsible, an *ex gratia* payment may be made up to a maximum of £100 provided that it is authorized by the Senior Naval Officer present, or by the Naval Attaché. The Commanding Officer should investigate the claim in consultation with the British Consul or Naval Attaché, if present. Receipts obtained for such payments are to state that the payment is accepted in full and final settlement of any claim against the Ministry of Defence and its servants and implies no acceptance of legal liability. Claims which cannot be met within the £100 limit are to be dealt with as in Clause 2.

5946. Verification of Claims

1. When Commanding Officers are required to investigate claims, they should require a claimant to itemize and substantiate the elements in their claim, e.g., cost of replacements, out-of-pocket expenses, medical expenses, fares, etc., and to produce estimates of repair costs from reputable repairers. The Consulate should be asked for advice as necessary, e.g., as to local prices, and to check the items. Inquiries should be made of the claimant as to any insurance taken out. An attempt should be made to assess and negotiate a fair figure before reporting an unsettled claim to DJEP CLCP.

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SECTION IV - MATTERS INCIDENTAL TO CLAIMS AND OFFENCES ABROAD

5961. Other Matters Arising from Incidents Ashore in Foreign Countries

1. Incidents of major consequence involving liberymen ashore (e.g., serious assault) are to be reported to the Commander Officer concerned (copy to DJEP CLCP).
2. If an officer or rating is detained by the civil authorities, representations for release should be made with the British Consul, and, if appropriate, an undertaking may be given that any misbehaviour will be dealt with as a matter of naval discipline, or that any compensation claimed will be considered by the proper authorities. In NATO countries release can normally be claimed as in JSP 830, *Manual of Service Law* Chapter 1 and on the grounds that compensation is provided for under Article VIII of the NATO Status Agreement.
3. In foreign ports where the local civil authorities demand, in return for handing over the individual, a guarantee covering the payment of such costs, fines and damages as may be awarded subsequently by a local court, no such guarantee is to be given except on instructions from the Commander. The Naval Attaché or Consul should be asked to obtain local legal advice before a decision is made. See **J.5812** for bail abroad.

5962. Fines and Court Costs

1. An advance of pay for meeting a fine or court costs may be authorised under the conditions set out in JSP 754 Tri-Service Regulations for Pay and Charges. Fines and court costs are the liability of the individual concerned.
2. In some cases an individual may be released to his ship and the hearing of the case by the local court may be then taken later *in absentia*. If fines or costs are then inflicted, the individual concerned has a personal obligation to pay them and neither the ship nor the Consul should make payment except with his agreement. Cases of difficulty are to be reported to the Commander Officer and DJEP CLCP.

5963. Recovery of Payments

1. When in any case the Consul has been instructed to pay on behalf of an individual, the amount should be debited against the individuals naval pay account. The letter to the Consul should quote the number of the account and the ledger period in which it occurs. One copy of this letter should be sent to the CE, Non-Public Property Accounts and a further copy kept as a ledger enclosure.

ANNEX 59B**COLLISIONS AND OTHER NAVIGATIONAL INCIDENTS AND MARITIME CLAIMS**

(To be read in conjunction with Chapter 45, [Para 5928–Para 5932](#) and BRD 9147, Vol 1. See also 2013DIN06-023 – Navy Lessons and Incident Management System (NLIMS))

1. This Annex relates to the administrative action to be taken after a collision or other navigational incident, to the procedures for arranging and carrying out joint surveys of damage and gives general information on various points of law applying to collisions etc.

2. **Reporting Authorities for Administrative Action** (see **4507.2b**). The authorities through whom reports of all navigational incidents are to be forwarded to the Ministry of Defence (MOD) Directorate of Judicial Engagement and Policy, Common Law Claims & Policy (DJEP CLC&P), are as follows:

a. **HM ships and Submarines** (see Chapter 34, Section VI). On receipt of the initial report (see **4505**) Chief of Naval Staff/First Sea Lord will nominate, by signal addressed to all interested authorities, the administrative channel through which Form S.232 and the explanatory letter etc., are to be submitted. Other appropriate authorities will be informed of the outcome subsequently by Chief of Naval Staff/First Sea Lord.

b. **Royal Marine Craft** (see Chapter 45):

(1) Chief of Naval Staff/First Sea Lord

c. **Royal Fleet Auxiliaries** (see BR 875, Regulations for Royal Fleet Auxiliaries):

(1) Chief of Naval Staff/First Sea Lord

d. **Royal Maritime Auxiliary Service Vessels** (see BR 8514, Maritime Services Manual, Chapter 7):

(1) General Manager RMAS.

(2) Directorate of Naval Bases and Supply Agency (Operations).

e. **HM Sail Training Yachts**:

(1) Officer-in-Charge, Joint Services Adventurous Sail Training Centre.

(2) Fleet Commander

(3) Chief of Naval Staff/First Sea Lord and Second Sea Lord.

f. **Sail Training Craft** (see local standing orders):

(1) Commodore Britannia Royal Naval College.

(2) Fleet Commander.

(3) Chief of Naval Staff/First Sea Lord and Second Sea Lord.

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g. **Sea Cadet Force Boats and Craft** (see Sea Cadet Corps Regulations; Safety Afloat Code of Practice 86):

(1) Chief of Naval Staff/First Sea Lord who may use discretion in forwarding reports to DJEP CLC&P, but reports are to be forwarded when the incident is serious or when another party is involved. Incidents should be reported on Form SCC 50.

h. **Combined Cadet Force Boats and Craft** (see Combined Cadet Force Instructions (Naval), Combined Cadet Force Regulations (ASP 313), Safety Afloat Code of Practice 86):

(1) Naval Member, Joint Cadet Executive.

(2) Chief of Naval Staff/First Sea Lord and Second Sea Lord who may use discretion in forwarding reports to DJEP CLC&P, but reports are to be forwarded when the incident is serious or when another party is involved. Incidents should be reported on Form CCF(N)36.



Note. *The copy of Form S.232 etc. forwarded through/to the above authorities in accordance with 4507.2b is intended for consideration of administrative action. It should be channelled through the appropriate authorities as speedily as possible and when one of the authorities is also one of those listed in **Para 5928 sub para 2** (and the recipient of Form S.232 etc., forwarded under 4507.1c for claims action) care should be taken to see that the respective matters are dealt with separately, consideration/action on one aspect not causing delay on the other.*

3. **Forwarding of Reports.** When forwarding reports the authorities specified in paragraph 2 above should make appropriate comments and recommendations and should state, in particular:

- a. Whether a board of inquiry is proposed or has been held.
- b. To whom blame is considered attributable.
- c. The extent to which any other vessel, berthing party or other persons involved could be at fault.
- d. Any disciplinary action which has been taken or is proposed.
- e. Any precautions which have been or are being taken against a recurrence.

A copy of the covering letter should be forwarded to the appropriate authority listed in **Para 5928 sub para 2** in cases where a claim is involved.

4. The reports should be forwarded with the following documents:

- a. Copies of Form S.232 and explanatory letter and enclosures thereto.
- b. Copies of comments from preceding authorities.

- c. Report and minutes of the board of inquiry (if appropriate).
5. **Civil Liability.** The following guidelines can generally be used to establish who is liable in civil law for a collision:
 - a. If a vessel underway collides with a vessel anchored, berthed or aground or with a static structure, the vessel underway will usually be totally liable for the incident. A joint survey of the damage to the anchored etc. vessel or the structure only will be required: it is not necessary for the damage to the vessel which was underway to be jointly surveyed.
 - b. If two vessels collide when underway both vessels will usually be to some extent liable. A joint survey of both vessels will therefore be required. These guidelines are not foolproof, however, because there may be some occasions, e.g. when an underwater protrusion from a jetty damages a berthing vessel, when the owner of the static property may be at least partially liable for the incident. In such a case a joint survey of both the static property and the vessel will be required. Furthermore, a submarine which surfaces under another vessel will usually be totally liable for the collision even though both vessels were underway.
 - c. The question of fault may be irrelevant to liability when a vessel involved in a collision is hired under a contract. For an example, see [Para 7](#).
6. **Near Miss Incidents.** Article 4501.2d should be carefully noted because claims are often received when, on subsequent inquiry, the Commanding Officer has reported that no apparent damage was caused and that no record of the incident is held.
7. **Towage Incidents.** The conditions under which a commercial tug is hired to tow or assist a naval vessel may and usually do provide that the owner of the naval vessel (viz. the MOD) will be liable for all damage caused to or by the tug while the tug was under the control of the naval vessel, as well as for all damage caused to or by the naval vessel, unless the owner as opposed to the Master of the tug was negligent. The question of negligence is therefore usually (but not always) irrelevant to the question of liability for towage incidents. In such cases the format of the signal specified in 4505 and the answers on the Form S.232 should be amended accordingly.
8. **NATO Status of Forces Agreement (NATO SOFA).**
 - a. When a vessel belonging to a NATO navy damages a vessel or property belonging to another NATO navy, the claim between the two navies will be waived if, at the time of the incident, either the vessel causing the damage or the vessel or property to which the damage was caused, was being used in connection with the operation of the North Atlantic Treaty (paragraph I of Article VIII of NATO SOFA).
 - b. When a vessel belonging to a NATO navy damages privately-owned vessels or property in the territory of another NATO state, the right of action of the owner of the damaged vessel or property is directly against the government of the state to which the vessel which caused the damage belongs (paragraph 5h of Article VIII of NATO SOFA).

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Nevertheless, DJEP CLC&P is prepared to forward claims to the government of the state concerned in cases involving damage caused to property owned by private individuals who are United Kingdom citizens by a vessel belonging to a NATO country, or in certain circumstances, to other foreign navies.

9. Detention Abroad of Vessels in the Naval Service.

a. If a vessel in the Naval Service has caused or is alleged to have caused damage to property in a foreign state, the Commanding Officer may advise a foreign authority claiming damage under the terms of **4502.2a** and invite them to submit any claim to the DJEP CLC&P through the British Embassy/High Commission (this would normally be through the Naval Attaché where there is one) or through the British naval authority for the area, where there is one.

b. A foreign authority which attempts to detain a vessel in the Naval Service should be advised that under the internationally recognized doctrine of 'sovereign immunity', *inter alia*, no state other than the United Kingdom has any civil or criminal jurisdiction over:

(1) A vessel in the Naval Service of the Crown.

(2) The officers and crew of a vessel in the Naval Service for navigational or seamanship errors or wrongs committed in the service of the Crown, where the exercise of the jurisdiction would necessarily lead or amount to the detention of the vessel.

c. If the foreign authority persists in attempting to detain the vessel the Commanding Officer should:

(1) Insist on the 'sovereign immunity' of the vessel, its officers and crew.

(2) Resist any attempt by an authority of that state to arrest, detain or interfere with the programme of the vessel.

(3) Proceed without delay on the planned programme.

In taking action under c(i) and c(iii), the Commanding Officer must act with discretion to avoid any misunderstanding with, or cause unnecessary offence to, the foreign authority. Where appropriate, he/she should seek advice directly from the British Embassy/High Commission as well as taking the action under sub paragraph d.

d. As soon as any attempt is made to arrest, detain or interfere with the programme of a vessel in the Naval Service, an immediate signal (SIC LAL and Z4E) is to be made to the MOD (Navy), copies for information to the Foreign and Commonwealth Office, the British Embassy/High Commission and the British naval authority for the area, where there is one. Subsequently, a full written report, detailing the damage caused or allegedly caused and all communication with the foreign authorities should be made to the MOD (Navy) (see **4507**) who will copy it to the British Embassy/High Commission in the country concerned and to the Foreign and Commonwealth Office in London.

e. The doctrine of 'sovereign immunity' applies equally to member and non-member states of NATO, notwithstanding the NATO Status of Forces Agreement or any Memorandum of Understanding between Her Majesty's Government and the government of the state concerned.

10. **Arrest of Merchant Vessels in Collision.** Any ship, other than a non-commercial ship owned by a foreign state, that has caused injury to any ship or other property belonging to the MOD (Navy) can be arrested through the established legal procedure by the proper officer of any court having jurisdiction, and the requisite steps to this end will be taken by the Government Legal Department (GLD) direct or through agents he/she may appoint for the purpose. To ensure that this action is taken in time, however, it is important that DJEP CLC&P is informed immediately whenever:

- a. A foreign vessel causes substantial damage to MOD (Navy) property; or
- b. A foreign vessel causes damage to MOD (Navy) property in the United Kingdom and it appears probable that the vessel will sail out of United Kingdom territorial waters in an attempt to evade British jurisdiction; or
- c. An unidentified vessel causes damage to MOD property. If the incident occurs outside office hours, no steps can be taken against the offending vessel but every effort should be made to persuade the vessel to remain in British waters until the resumption of normal office hours. The civil police and HM Coastguard may be prepared to assist in tracking or identifying vessels which leave the scene of the incident. (See **4507** and [Para 22](#) of this Annex.)

11. **Legal Proceedings.** Legal proceedings should not be taken or authorized in any court by any officer, either at home or abroad without the approval of DJEP CLC&P.

12. **Repairs to Property not Owned by the Ministry of Defence.** Except in extremes to save life or to avert further serious damage to ship or cargo, no steps should be taken to effect repairs to damage caused by a naval vessel to property not owned by the MOD, unless the repair work is carried out under the usual procedure for repayment services and entirely without prejudice to the question of liability for the damage.

13. **Limitation of Liability.** When any vessel, including a naval vessel, causes damage to property belonging to another party, there is a limit to the amount which the owner of the vessel is liable to pay the other party in compensation for the damage. This limit is known as the 'limitation fund' of the vessel and is related to the vessel's tonnage. The limitation fund of a naval vessel is calculated by multiplying 90% of the gross tonnage of the vessel as indicated by the Certificate of British Tonnage for Her Majesty's Ships (Form Sur.61) or other official British Certificate by an amount specified by the Department of Trade to be equivalent to 1,000 gold francs. DJEP CLC&P holds information about the current sterling equivalent of 1,000 gold francs for limitation of liability purposes.)

SURVEYS

14. Joint Surveys.

a. **Damage to Property not Owned by the Ministry of Defence.** When damage is caused, or alleged to have been caused, by a naval vessel to vessels or structures not owned by the MOD, it is important that the damage caused, shall be jointly surveyed by competent surveyors representing the MOD and the owners of the damaged vessel or structure. In cases of minor damage, however, it may not be cost effective for the MOD to be represented at a survey. The following should be used as a guide:

(1) When the cost of repairs is considered likely to be less than £50 or a claim for repair costs is received for a sum of less than £50, no representation at a survey is necessary.

(2) When the cost of repairs is considered likely to be less than £500 but more than £50 or a claim for repair costs within these limits is received, the MOD need not be represented at a survey but full details of the damage should be forwarded for vetting to the local Defence Land Agent, Defence Infrastructure Organisation (DIO) or to the MOD authority (as listed in [Para 15](#)) whose representative would have attended a joint survey had it been considered necessary.

(3) When repair costs are likely to exceed £500 or if there is any doubt either about how much the costs will be or about the extent of the damage caused in the incident, joint survey facilities should be sought and arranged with the other party.

b. **Damage to Naval Property.** When damage is caused by a vessel not owned by the MOD (Navy) and the owner of the vessel may be liable for the damage, it is important that the representatives of the vessel are offered the opportunity to attend a joint survey of the damage.

15. **Ministry of Defence Surveyors.** The surveyor who represents the MOD at a joint survey will usually be one of the following:

a. DISS - ADS/MWA UG	Merchant or navel vessels other than those specified in <i>b</i> below, catamarans, pontoons, buoys, etc.
b. DISS- ADS/MWA	Royal Fleet Auxiliaries and, as arranged with the local NSPO or PNO, merchant vessels with which an RFA has collided.
c. DIO –SCG	Static property such as jetties and other structures.
d. Local commerical surveyor	Any property when:
	(i) It is not cost effective for an employee of the MOD to survey the damage (e.g. when costly/time consuming travelling time might be involved); or

	(ii) There is likely to be a major dispute about the cost of repairs; or
	(iii) Evidence of the angle and speed of impact is required; or
	(iv) There is not time to arrange a joint survey to include a MOD/DWS appointed surveyor.
	(v) Abroad.
e. Specialist MOD Surveyors	Specialised or complex equipment such as underwater cables.

16. Arrangement of Joint Survey.

a. The responsibility for arranging a joint survey rests with the appropriate authority specified in **Para 5928 sub para 2**, who will arrange for the surveyor representing the MOD to be requested to carry out the joint survey.

b. When a survey of a naval vessel in one of HM Dockyards is required, however, the General Manager of HM Dockyard is to nominate the surveyor who will represent the MOD and is to ensure that the name and telephone number of the surveyor is passed as soon as possible to the authority dealing with the claim.

c. Joint surveys can usually be arranged by the telephone number of one surveyor being passed to the other surveyor so that the surveyors may themselves arrange a mutually convenient time and date. An alternative procedure in cases of damage to naval property only is for the representative of the other vessel to be given the date, time and place on which he may attend a joint survey.

d. In cases where the GLD or other solicitors acting for the MOD decide that a reputable local commercial (independent) surveyor should be a party to the joint survey, the name and telephone number of the independent surveyor will be reported to the authority dealing with the claim who is to make arrangements for the independent surveyor to attend the joint survey.

e. In circumstances when:

- (1) It is not cost effective for an employee of the MOD to attend a joint survey; or
- (2) There is not time to arrange a joint survey; or
- (3) Abroad;

the appropriate authority specified in **Para 5928 sub para 2** may instruct a reputable local commercial surveyor to represent the MOD at the joint survey (see Para 15 [sub para e](#)).

f. Under no circumstances may a survey take place of property owned by another party without the express consent of that party.

17. Purpose of Joint Survey.

a. **Damage to Property not Owned by the Ministry of Defence.** The purpose of a survey of damage to vessels or structures not owned by the MOD is to ensure that the owner of the damaged property claims an amount of compensation which is fair and reasonable. This amount will be the cost of repairing the damage or, if the vessel or structure is an actual or constructive total loss, the value of the vessel or structure immediately prior to the incident. In addition, the owner may claim miscellaneous expenses such as transport costs, loss of use etc. The surveyor representing the MOD should ensure that at the survey he obtains sufficient information about the damage to enable him/her to vet the owner's claim at a later date and to advise whether or not it is fair and reasonable.

b. **Damage to Naval Property.** The purpose of a survey of damage to vessels or structures owned by the MOD (Navy) is to minimize the possibility of the representatives of the owner of the other vessel alleging that the extent of damage repaired, the cost of repairs or the time taken to repair is excessive.

18. Joint Survey Agreement. It may be possible for the surveyors to reach an agreement on site about the amount that should be claimed, thus keeping subsequent negotiations to a minimum. The surveyor representing the MOD should attempt, therefore, to agree the following with the other side's surveyor:

- a. The extent of damage.
- b. The materials required to repair the damage.
- c. The number of hours required to repair the damage.
- d. The earliest date on which repairs could be completed, having regard to both time taken to repair and availability of appropriate repair yards.
- e. If possible:
 - (1) The estimated cost of repairs; and
 - (2) The estimated cost of any relevant miscellaneous expenses.
- f. In cases of actual or constructive total loss, the replacement value of the vessel or structure needs to be estimated only to sufficient accuracy to show that it exceeds the replacement value. If an independent surveyor instructed by the MOD is attending the joint survey, they should be brought in as a third party to the agreement.

19. Estimate of Cost of Repairs. When attempting to estimate the cost of repairs to property lost or damaged as a result of a collision, the surveyor representing the MOD should bear in mind the following:

- a. A joint survey should be carried out not only of the vessel or structure, but of all related equipment, stores, armaments, kit and personal effects lost or damaged as a result of the collision.

b. An estimate for cost of repairs is fair and reasonable when the repairs could not reasonably have been carried out at less cost. A vessel or structure should therefore be repaired by the contractor who tendered the lowest estimate (or who would have tendered the lowest estimate had he been invited to tender) having regard to transport cost, the time taken to complete repairs and the costs incurred through the loss of use of the vessel or structure, etc. This applies even to owners who effect repairs by direct labour, such as the MOD (Navy).

c. The estimate should be sufficient to restore the vessel or structure to the condition it was in before the incident occurred. If it is thereby unavoidable for the vessel or structure to be restored to a better condition than it was in before the incident, then it is the claimant's good fortune and the other party's misfortune.

20. **Joint Survey Report.** When attempting to estimate the cost of repairs to property lost or damaged as a result of collision, the surveyor representing the MOD should bear in mind the following:

a. **Report by Surveyor.** The items agreed at the joint survey should be listed in a report and signed, without prejudice, by each surveyor who should each retain a copy of the report; items which could not be agreed should also be listed. In cases of considerable damage, the report is to include diagrams showing in detail the nature of the damage surveyed, together with photographs when practicable. (See also [Para 21](#) below.)

b. **Covering Letter.** The surveyor representing the MOD should forward the report of the joint survey, under cover of a letter, to the authority specified in [Para 5928 sub para 2](#) dealing with the claim, with a copy to the authority who instructed them. They should include in the covering letter any information which was obtained at the survey and which appears relevant to the claim but which is not included in the report. In cases of damage to property owned by the MOD (Navy) they should state also who is carrying out the repairs and give approximate dates for the commencement and completion of repairs.

c. **Interim Report.** In some cases it may be necessary to delay coming to an agreement with the other surveyor until the vessel has been slipped. In such cases the surveyors should come to an interim agreement and the surveyor representing the MOD should produce an interim report.

d. **Cost of Survey.** When the other vessel may be at least partially liable for the incident, the surveyor representing the MOD should forward with the covering letter an assessment of the costs incurred by the MOD in carrying out the survey(s). These costs will form part of the MOD claim against the owners of the other vessel.

21. **Photographs and Plans of Damaged Naval Property.** If the surveyor representing the other vessel requires photographs of the damage or plans of the damage to the naval vessel or structure, these may be released if they are unclassified on the condition that they are not to be copied or published in any form and are to be returned when no longer needed. Photographs are to be taken by a naval photographer and are to be vetted before being released. If the photographs or plans are classified, guidance should be sought from DJEP CLC&P.

BRd 2

22. **Preliminary Estimate.** When a vessel causes considerable damage to property owned by the MOD (Navy), or when a foreign vessel causes damage to such property, the GLD, on the authority of DJEP CLC&P may take steps to arrest the vessel. In such cases it may be necessary before the vessel is allowed to proceed for the GLD to seek from the representatives of the other vessel financial security in the form of an undertaking that the owners of the vessel, if liable for the incident, will pay the MOD a particular sum in compensation. In these circumstances it will be necessary for the surveyor representing the MOD immediately after the collision to estimate the cost of repairs to the damage as accurately as possible in the time available. Such estimates should be forwarded immediately to DJEP CLC&P.

23. **Minimizing Losses.**

a. **Damage to Property not Owned by the Ministry of Defence.** When damage is caused by a naval vessel to property not owned by the MOD it is the claimant's duty to minimize the losses as far as it is reasonable able to do so and to effect repairs as soon as is reasonably practicable to avoid any deterioration in the state of the damage or any unnecessary costs arising out of the loss of use of the property. It is therefore for the claimant to decide how best they are able to minimize the losses and how and when they should effect repairs. Care should be taken by the authority dealing with the claim not to interfere with this duty imposed upon the claimant.

b. **Damage to Naval Property.** When damage is caused by merchant vessels to vessels or structures owned by the MOD (Navy) it is important that the authority responsible for the vessel or structure does not allow the possibility of future claim action to delay repairs. If it is necessary for the repairs to be effected before a joint survey can be carried out, either for operational reasons or in order to minimize the losses incurred as a result of the incident, photographs should be taken which show clearly the extent of the damage or, alternatively, an independent surveyor may be instructed by one of the authorities specified in **Para 5928 [sub para 2](#)**.

24. **Costing of Repairs.** Details of the methods used to cost repairs to naval property damaged in a maritime incident are to be found in BR 672, *Accounting Instructions for Repayment Services*, Chapter 7.

ANNEX 59A

(See [Para 5923](#))

HEAD OF COMMON LAW CLAIMS AND POLICY***Directorate of Judicial Engagement Policy***

J. Part 1 Constitution and Duties

J. Part 2 Claims Offices addresses

J. Part 3 Offices of the Sending State – NATO

Constitution

1. The Head of Common Law Claims and Policy (Hd of CLCP) and staff act on behalf of the Secretary of State Defence and are the sole authority responsible for the investigation, negotiation and settlement of claims for compensation on a legal liability basis and in line with common law principles by and against the Ministry of Defence. Claims Managers have delegated financial authority to pay compensation which may only be delegated to others with the agreement of Hd of CLCP.

Duties

2. CLCP deals with claims at common law made by or against the Ministry of Defence arising out of:

- a. Road traffic collisions involving MOD owned and leased vehicles, excluding those occurring in the United Kingdom which are dealt with by a commercial claims handling organisation.
- b. Death of, illness or personal injury to Service personnel, dependants and other entitled patients as a result of medical negligence.
- c. Incidents involving death or personal injury to on duty Service personnel prior to 1 July 1996.
- d. MOD aircraft activity, including crashes, but excluding claims arising out of the participation of Service aircraft in air displays, tattoos, etc., which are covered by the MOD's non core third party aviation liability insurance.
- e. Maritime accidents including salvage, collisions, damage to fishing gear, etc.
- f. Accidents involving death or personal injury to civilian employees of the Ministry of Defence, except for those in the United Kingdom and those involving UKBC overseas (but not LEC) which occurred after 1 March 1982, as these are dealt with under the MOD's Employers Liability claims handling arrangements with commercial claims handlers.
- g. Common law claims by and against the Visiting Forces based in the United Kingdom which are dealt with under Section 9 of the Visiting Forces Act and Article VIII paragraph 5 of the NATO Status of Forces Agreement.

BRd 2

Overseas, Area Claims Officers deal with claims covered in international agreements governing the status of United Kingdom Forces and the civilian component and advises on claims matters in connection therewith.

h. Occurrences involving the death or injury or loss or damage of the property of other third parties.

i. **Overseas only:**

(1) Damage to lands, buildings, crops, private roads not leased or under contract and public roads during training and manoeuvres or at other times,

(2) Off duty incidents in which Service personnel, members of the civilian component and staff of sponsored organisations are involved and the claims are of a tortious nature.

3. Other Duties of the Hd of CLCP and Staff include:

a. Preparing financial estimates, Short Term Financial Plans, Management Plans, Claims Annual Report, etc.

b. Giving advice to, and on behalf of, the Ministry of Defence on matters relating to insurance and indemnities, except on contractual or lands matters.

c. Advising on policy relating to ex gratia. claims for compensation from Ministry of Defence and service personnel from loss of or damage to personal property.

d. Managing the Ministry of Defence's commercial claims handling arrangements in the United Kingdom in respect of motor and employers' liability risks.

e. Managing the Ministry of Defence's commercial aviation insurance arrangements in respect of third party risks in the field of:

(1) Civilian use of Ministry of Defence airfields.

(2) Fare paying passengers.

(3) Participation of MOD aircraft in air displays, tattoos, etc, world-wide.

(4) Income Generation activities.

4. CLCP does not Deal with Claims Made by or Against the Ministry of Defence Arising Out Of:

a. Damage to land, crops, buildings and roads caused during training and manoeuvres on land in the United Kingdom. These are managed under a financial delegation from Hd of CLCP to Defence Infrastructure Organisation (DIO).

- b. Requisitions, hirings, purchases or other contracts. These are dealt with by the relevant Contracting Authority.
 - c. Royal Warrants or certain other departmental regulations.
5. Financial powers necessary for settling claims which fall within DJEP Claims' jurisdiction have been delegated to the Hd of CLCP and staff. None of the claims described in paragraph 2 may be settled by any other person or body.
6. The address for CLCP is:

Ministry of Defence
DJEP-CLCP
Level 3, Spine 3, Zone H & I
Main Building
Whitehall
London
SW1A 2HB
Tel: Military – 9621 86388, 81842 (0207 218 6388, 1842

E-Mail: DJEP-ClaimsGeneral@mod.uk

7. DJEP-CLCP staff deploy, as required, with operational civil secretariats and on major overseas exercises. The addresses of permanent Claims representatives are shown in Appendix 1 to this Annex.

J. Part 2. Claims Offices Addresses

Geographical Responsibilities and Addresses of Claim Offices

Geographical Responsibility	Address	Telephone No.
North West Europe; Austria Belgium Czech Republic France Germany Hungary Luxembourg Netherlands Norway Poland	Area Claims Office (North West Europe) G8 HQ British Forces Germany Catterick Barracks Bielefeld BFPO 140 Civilian Address: (German customers): Area Claims Office (North West Europe) G8 HQ British Forces Germany Catterick Barracks Detmolder Strasse 440 33605 Bielefeld	Mil 948(81) 2546, 2547, 2548 Civ: 0521 9254 2546, 2547, 2548 Fax: 948(81) 2545 Civ Fax: 0521 2545 DII: BFG-HQ-G8-CLAIMS-SO3
Cyprus	Area Claims Officer Cyprus HQ Comd Sec BFC BFPO 53	Episkopi Mil 94120 3406/3573 Civil: 00357 2596 3406/3573 Fax Ext 2427 DII: BFC- CMDSECCLAIMSO@mod.uk
Falkland Islands & Ascension Islands	Command Secretary HQ British Forces South Atlantic Islands BFPO 655	Civ 00 500 76175 Mil: 94130 6175/6485 Fax: 94130 6415 Civ Fax: 00 500 76415 DII: BFSAI-FLT HQ CmdSed
Afghanistan	SO2 Claims J8 Civ Sed Op Herrick BFPO 715	Military. 926096 7286 Claims Fax: 926096 2935
USA	Service Manager Business Services BDS US British Embassy Washington DC 20008 BFPO 2	Civ: 001 202 588 6848 Mil: 923 198 455 6843 Fax: 001 202 588 7891 Chots: BDSUS-DBM-DIS-SERVICEMGR DII: BDSUS-DBM-DIS-SERVICEMGR

Geographical Responsibility	Address	Telephone No.
Canada	Canada Office of the DND/CF Legal Advisor 10 th Floor Constitution Building 305 Rideau Street OTTAWA ONK1A 0K2	Civ: 0011 613 992 8503 Fax: 0011 613 995 7868
<i>All salvage claims irrespective of location - see Chapter 46</i>	DJEP CLCP Level 3, Spine 3, Zone I Main Building Whitehall London SW1A 2HB	Mil. 9621 81842 Civ: 020 7218 1842
Public Liability Claims & RTA's Overseas <u>Not Covered by an Area Claims Officer</u>	DJEP CLCP Public Liability Team MOD Main Building Level 3 (Zone H & I) Whitehall London SW1A 2HB	Mil: 9621 80380 Tel Civ: 020 7218 0380 Fax : 020 7218 6481

J. Part 3. Offices of the Sending State (NATO)

Where the United Kingdom is the “Sending State” in the context of Article VIII of the NATO Status of Forces Agreement, claims by and against the Ministry of Defence will in the first instance be investigated by the “Host Nation” and then forwarded to the following:

Albania	British Embassy, Tirana
Belgium	British Embassy, Brussels
Bulgaria	British Embassy, Sofia
Canada	British Defence Liaison Staff (Army), British High Commission, Ottawa
Croatia	British Embassy, Zagreb
Czech Rep	British Embassy, Prague
Denmark	Office of the Defence Naval, Military and Air Attache, British Embassy, Copenhagen
Estonia	British Embassy, Tallinn
France	British Embassy, Paris
Germany	British Embassy, Berlin
Greece	Military Attaché, British Embassy, Athens
Hungary	British Embassy, Budapest
Iceland	British Embassy, Reykjavik
Italy	Naval Attaché, British Embassy, Rome
Latvia	British Embassy, Riga
Lithuania	British Embassy, Vilnius
Luxembourg	British Embassy, 5 Boulevard Joseph 11, L-1840 Luxembourg
Netherlands	British Embassy, The Hague
Norway	British Embassy, Oslo
Poland	British Embassy, Warsaw
Portugal	Naval Attaché British Embassy, Lisbon
Romania	British Embassy, Bucharest
Slovakia	British Embassy, Bratislava
Slovenia	British Embassy, Ljubljana
Spain	British Embassy, Madrid
Turkey	Air Attaché British Embassy, Ankara
UK	British Embassy, London
USA	British Defence Liaison Staff, British Embassy, Washington DC