

Rest assured.

Terms & Conditions as of 20 February 2024

Yacht Crew Liability



SKULD



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Part 1 Insurance agreement

1. Terms and scope of cover

- 1.1. The Assured is insured by Skuld in accordance with the terms set out in these Terms and Conditions, the Certificate of Insurance and any Endorsement issued by Skuld (together “this insurance”) for the liability, costs and expenses in relation to the Yacht’s crew specified in Part 2 below (and the additional cover under Part 5, where applicable) arising out of an Event taking place during the period of insurance in direct connection with the Assured’s ownership and the operation of the Yacht, unless expressly excluded under Part 3 below or elsewhere under this insurance and subject always to the General Provisions set out in Part 4 below.
- 1.2. The cover under this insurance may be extended to a Co-Assured on the terms set out in Appendix 2.

2. Definitions

Words and phrases which are defined in Appendix 1 shall have the meanings set out in that Appendix.



Part 2 Insurance cover

This insurance shall in accordance with Part 1 above cover (unless specifically amended in the Certificate of Insurance or in an Endorsement) the following specified liabilities, losses, expenses or costs:

3. Injury, illness or death

- 3.1. Liability for injury, illness or death of crew;
- 3.2. Liability to pay for the necessarily and reasonably incurred costs of medical or hospital treatment and ancillary expenses in relation to any injury, illness or death including funeral arrangements
- 3.3. Wages due to serving crew members or, if deceased, their dependents as a result of injury illness or death.
- 3.4. Liabilities under MLC certificates issued under Regulation 4.2., Standard A4.2.1 paragraph 1 (b).

4. Medical and funeral expenses and repatriation costs

- 4.1. Costs of repatriation of ill or injured crew (or a deceased's remains);
- 4.2. Costs of repatriation and/or wages under a statutory obligation, including where compulsorily applicable the MLC Certificates issued under Regulation 2.5., Standard A2.5.2. Provided that this insurance shall not cover costs incurred due to expiry or termination of the crew employment contract, sale of the Yacht and the Assured shall reimburse the Association in full any claim paid under Certificates issued under Regulation 2.5., Standard A2.5.2. of MLC.

Provided that this insurance shall not cover costs incurred due to expiry or termination of the crew employment contract, sale of the Yacht or failure of the Assured to fulfil their legal or contractual obligations towards the crew.

5. Absent crew

Liability, costs and expenses necessarily and reasonably incurred by the Assured pursuant to a statutory obligation by reason of any crew who go absent from the Yacht without leave, where such costs or expenses cannot be recovered from the crew concerned.

6. Personal effects

Liability for loss of or damage to personal effects other than valuables.

7. Casualty

Cost of repatriation and liability for compensation for loss of employment to serving crew members as a result of being signed off due to a major casualty to the Yacht which renders the Yacht unseaworthy and necessitates the signing off of the crew; provided that compensation for loss of employment shall be limited to a period of two months unless otherwise agreed.

8. Legal and associated costs

Legal and associated costs necessarily and reasonably incurred by the Assured with the consent of Skuld in relation to any liability, loss, expense or costs for which the Assured is covered under this insurance.



9. Inquiry costs & expenses

Legal and associated costs necessarily and reasonably incurred by the Assured following a casualty, with the consent of Skuld, to protect the interests of the Assured or crew before an inquiry or tribunal constituted to investigate that casualty.

10. Mitigation costs (sue and labour)

Extra costs which are necessarily, reasonably and solely incurred by the Assured on or after a casualty or Event which may give rise to a claim under this insurance, in avoiding or minimising any liability, loss, expense or cost covered under this insurance, but this Clause shall not cover costs for work which could have been carried out by the crew, by reasonable use of the Yacht and her equipment, or which are not approved in writing in advance by Skuld where it is practicable to obtain such approval.

11. Directions of Skuld

Liability and costs which the Assured incurs in accordance with the written direction of Skuld which direction specifically refers to this Clause 11.



Part 3 Exclusions

12. This insurance shall not cover the Assured for any liabilities, losses, expenses or costs for

- 12.1. any claim arising under the terms of a crew contract or other agreement, unless those terms have been approved by Skuld,
- 12.2. any claim resulting from the Assured's deliberate breach of any contract, fraudulent act or wilful misconduct;
- 12.3. any claim resulting from the Assured knowingly sending the Yacht to sea or operating the Yacht in an unseaworthy condition;
- 12.4. claims resulting directly or indirectly from the Assured's failure to keep and/or operate the Yacht in compliance with the applicable requirements of her Flag State, Class (if the Yacht is classed with a Classification Society at the inception of this insurance), Certification (which is mandatory for the size, tonnage and operation of the Yacht) as well as all applicable requirements of the ISM and ISPS Codes, unless such failure was committed without the Assured's knowledge, consent or approval;
- 12.5. any claim for liquidated damages;
- 12.6. any claim for loss of reputation or for punitive or exemplary damages;
- 12.7. any claim for failure to perform under a contract;
- 12.8. irrecoverable debts or the insolvency of the Assured (save for Clause 4.2) or any other party, or fraud of any of the Assured's agents, associated companies or employees when acting on behalf of the Assured;
- 12.9. the Assured's internal administrative costs or expenses, the daily running costs or expenses of the Yacht (unless expressly covered by this insurance);
- 12.10. any claim recoverable by the Assured under any other insurance policy;
- 12.11. the loss of or damage to any property owned or leased by the Assured or by any party associated with the Assured;
- 12.12. personal effects other than those covered under Clause 6;
- 12.13. nuclear risks;
- 12.14. chemical, bio-chemical, electromagnetic weapons and computer risks;
- 12.15. any default judgment or default award;
- 12.16. operation of the Yacht for any illegal activity or purpose, so far as the Assured can control the matter;
- 12.17. any payment in respect of bribery, blackmail, kidnap, ransom or any other illegal payment;
- 12.18. the deductible under this insurance or any other deductible or franchise or excess under any other insurance;
- 12.19. any claim where payment by Skuld or the provision of cover in respect thereof may expose Skuld to the risk of being subject to a sanction, prohibition or any adverse action by a state or international organization or competent authority;
- 12.20. any claim directly or indirectly arising from or in respect of:
 - 12.20.1. war risks;
 - 12.20.2. any claim while the Yacht is participating in a race or is subject to the rules of a race;
 - 12.20.3. pre-delivery crew cover;



12.20.4. unless the Certificate of Insurance or an Endorsement expressly specifies that such risk is covered by this insurance;

12.21. any event falling within the Communicable Disease Exclusion Clause



Part 4 General provisions

Unless otherwise agreed, all cover under this insurance, including any applicable additional cover, shall be subject to the conditions and provisions in this Part 4.

13. Full disclosure and change in circumstances

The Assured shall:

- 13.1.** make full and correct disclosure to Skuld of all circumstances which the Assured knows or ought to know which might influence Skuld in deciding whether and on what terms to provide cover; and
- 13.2.** make full, correct and prompt disclosure to Skuld of every change in circumstance which the Assured knows or ought to know alters the risk(s) covered by Skuld; failing which the Assured shall not be entitled to any recovery from Skuld in respect of any Event occurring after the time of the failure to comply with this Clause.

14. Premium due by the assured

- 14.1.** The Assured's premium is a fixed premium.
- 14.2.** The Assured shall pay (without set off) all premium(s) owed to Skuld when due and payable, otherwise:
 - 14.2.1.** the Assured shall not be covered for any liabilities, losses, expenses or costs which arise out of an Event which occurs at a time when the Assured owes any premium to Skuld, other than under liabilities arising out of clause 4.2.,
 - 14.2.2.** Skuld shall be entitled to cease handling all or any cases Skuld is for the time being handling for the Assured, and
 - 14.2.3.** Skuld may cancel this insurance under Clause 21.2.
- 14.3.** The Assured shall pay Skuld on demand the amount of any tax or duty relating to all premium paid or payable by the Assured and for which Skuld is or may become liable.

15. Survey and audit

- 15.1.** Skuld may at any time and for its sole benefit, conduct a survey of the condition or operation of the Yacht or an audit of the Assured's management systems.
- 15.2.** If the survey or audit demonstrates that the condition or operation of the Yacht or her management systems are not satisfactory, Skuld in its sole discretion, shall be entitled to restrict cover by way of an Endorsement until the condition, operation and management of the Yacht or her management systems are satisfactory or issue a notice of cancellation of this insurance under Clause 21.2.

16. The assured's obligations following an event

On the happening of an Event which may give rise to liability, loss, expense or cost which may be recoverable under this insurance, the Assured shall:

- 16.1.** notify Skuld promptly;
- 16.2.** notify the relevant government authority or agency if the Assured considers a crime to have been committed or if required to do so by local practice or law;



- 16.3.** take all reasonable steps to avert or minimise any liabilities, losses, expenses and costs which may be covered under this insurance;
- 16.4.** comply with Skuld's request for information, documents, statements or inspection;
- 16.5.** refrain from admitting liability, waiving rights, settling any claim or appointing any lawyers or arbitrators without the prior written approval of Skuld;
- 16.6.** preserve any right of recourse against third parties;
- 16.7.** allow Skuld to handle or take over the handling of any claim or legal or other proceedings in respect of any liability, loss, cost or expense for which the Assured is or may be wholly or partly covered under this insurance and to conduct such proceedings in the name of the Assured and authorise Skuld to appoint lawyers, experts, arbitrators, surveyors and other parties on behalf of the Assured.

This insurance shall not cover the Assured for any liabilities, losses, expenses or costs resulting from the Assured's failure to comply with any of the obligations set out in this Clause 16 to the extent that the failure has materially prejudiced Skuld's interests.

17. Limitation

Where an Assured is entitled to limit any liability for any marine claim recoverable under this insurance, there shall be no recovery in respect of such liability for more than the amount to which liability could have been limited.

18. Limit of insurance

- 18.1.** There shall be no recovery under this insurance in excess of the Limit(s) specified in the Certificate of Insurance or an Endorsement arising out of any one Event notwithstanding the number of third parties claiming against the Assured(s) and/or the number of Assureds or others claiming an indemnity under this insurance.
- 18.2.** In the Event of shortfall in recovery from Skuld's reinsurers by reason of a sanction, prohibition or adverse action against the reinsurers by a state, international organisation or other competent authority or the risk thereof if payment were to be made by such reinsurers, the Assured shall in no circumstances be entitled to recover from Skuld that part of any liabilities, costs and expenses which is not recovered by Skuld and, if for any reason whatsoever Skuld discharges the liabilities of the Assured or makes any payment to the Member in respect of which it suffers such a shortfall in recovery, the Assured shall indemnify and hold Skuld harmless to the extent thereof.

For the purposes of this provision, the word "shortfall" includes any failure or delay in recovery by Skuld by reason of the parties or reinsurers making payment into a designated account in compliance with the requirements of any state, international organisation or other competent authority.

19. Deductibles

- 19.1.** The deductible of GBP 100 (or if greater, the amount specified as the Deductible in the Certificate of Insurance) shall be paid to Skuld in respect of a claim under this insurance for liabilities, losses, expenses and costs arising under any one Event.
- 19.2.** Where more than one deductible applies in respect of one Event, the Assured will only be required to pay the largest applicable deductible.
- 19.3.** Failure by the Assured to pay a deductible which is due will entitle Skuld to withhold the indemnity due under this insurance.

20. Automatic termination of this insurance

This insurance shall terminate automatically without notice to the Assured in the following circumstances:

- 20.1.** there is a change of ownership of the Yacht without notice to and prior written approval of Skuld;



- 20.2.** the Assured becomes insolvent, bankrupt, is dissolved or wound up, has a receiver or liquidator appointed or commences proceedings under any bankruptcy or insolvency laws to seek protection (or interim protection) from creditors;
- 20.3.** the Yacht becomes a total loss or the Yacht's hull underwriters have accepted that the Yacht is a constructive, compromised or arranged total loss (or is deemed by Skuld to be so), except in respect of liability arising out of the casualty which gives rise to the total loss of the Yacht;
- 20.4.** the Yacht is missing and there has been no news of her for thirty days;
- 20.5.** the Yacht is requisitioned by a State or Government Authority;
- 20.6.** expiration of the period of insurance.

21. Termination of this insurance by notice

Skuld may terminate this insurance by giving:

- 21.1.** immediate notice of cancellation to the Assured, where the Assured is in breach of his obligations of disclosure under Clause 13 or, if in the sole opinion of Skuld, the Assured has acted in a fraudulent manner or with wilful misconduct (in which case there shall be no return of premium to the Assured);
- 21.2.** seven days' notice to the Assured where the Assured is in breach of his obligation regarding payment of premium under Clause 14; or following Skuld's survey of the Yacht or its management systems under Clause 15;
- 21.3.** thirty days' notice to the Assured without giving any reason; or
- 21.4.** on such notice in writing as Skuld may decide where, in the opinion of Skuld, the Assured has exposed or may expose Skuld to the risk of being or becoming subject to a sanction, prohibition, restriction or other adverse action by a state or international organisation or competent authority.

Where this insurance is terminated under Clause 21.3 the Assured will be entitled to a rateable proportion of the remaining premium for the period of insurance provided that there has been no claim under the insurance.

Where this insurance terminates or cover is otherwise restricted or lost under this insurance, the Assured shall remain liable for all premiums due.

22. Time limits

Any claim against Skuld shall be time barred unless the Assured:

- 22.1.** gives written notice to Skuld of any Event which may give rise to a claim under this insurance within six months of the Assured becoming aware of that Event; and
- 22.2.** commences proceedings against Skuld in respect of a claim under this insurance within twelve months of receiving written notice from Skuld stating that the claim has been declined.

23. Provision of security

Skuld shall be under no obligation to provide security on behalf of the Assured.

24. Waiver

- 24.1.** In the absence of an express written confirmation of cover by Skuld, no act (including the provision of security, payment of any sum or handling of any claim) or omission or delay by Skuld shall be treated as a waiver of Skuld's rights or acceptance of cover.



- 24.2.** If Skuld provides security, incurs costs, or makes any payment in respect of a claim or dispute which turns out not to be covered, Skuld's position under this insurance is not waived and the Assured shall indemnify Skuld.

25. Subrogation

Where Skuld makes any payment in respect of any liability or costs, it shall be subrogated to the rights of the Assured and any recovery shall be passed to Skuld which shall be entitled to deduct a sum up to the amount paid by Skuld before any balance is credited to the Assured.

26. Exemption of liability

Skuld, its officers and employees shall not be liable in respect of any act or omission of Skuld, its officers, employees, correspondents, agents, representatives, lawyers, experts, surveyors or other party employed or appointed by Skuld, whether or not negligence is involved.

27. Burden of proof

The Assured shall have the burden of proving that any claim against Skuld results from a risk covered under this insurance.

28. Savings by the assured

Where the Assured as a consequence of an Event which is covered by this insurance obtains extra revenue, saves expenses or avoids liability or loss which otherwise would have been incurred and which would not have been covered by this insurance, Skuld shall be entitled to recover from the Assured or retain from any sum which would otherwise be payable to the Assured, an amount equivalent to the benefit obtained by the Assured.

29. Assignment and transfers

The Assured shall not, without the written consent of Skuld, assign or transfer any rights under this insurance, but in no circumstances, shall any assignee or transferee have a greater right than the Assured. Any assignment or transfer without Skuld's written consent shall not bind Skuld.

30. Set off

Skuld shall be entitled to set off any amount due by the Assured to Skuld against any amount that may be due to the Assured.

31. Interest

In no case whatsoever shall interest be paid on any amount due by Skuld.

32. Notices

Notices are to be given in writing. Notices to the Assured and to Skuld are to be sent to their addresses set out in the Certificate of Insurance.



33. Law

The Assured and Skuld are free to choose the law applicable to this insurance. Unless the Certificate of Insurance states to the contrary, this insurance shall be governed by and construed in accordance with English law.

34. Jurisdiction

Unless the Certificate of Insurance states to the contrary, this insurance shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

35. Mediation

Without prejudice to Clause 34 above, the Assured and Skuld agree to use reasonable endeavours to resolve any dispute amicably and if appropriate, refer the dispute to mediation.

36. Rights of third parties

No term of this insurance is intended to confer any benefit or right on any third party under any applicable legislation including, but not limited to, the Contract (Third Parties) Act 1999.

37. Miscellaneous

Headings in these Terms and Conditions are for ease of reference and convenience and the headings shall not affect the meaning and/or interpretation of any of the provisions of this insurance.



Part 5 Additional cover

38. Legal costs in health & safety proceedings in the united kingdom

- 38.1.** The Assured's reasonable costs for necessary legal assistance in relation to disputes which are directly connected with the operation of the Yacht and which are in respect of proceedings under:
- 38.1.1. the Health & Safety at Work Act 1974; and
 - 38.1.2. the Merchant Shipping & Fishing Vessels (Health & Safety at Work) regulations 1974.
- 38.2.** However, Skuld shall be under no liability to cover or reimburse the Assured for costs:
- 38.2.1. which are incurred before the Assured notifies Skuld of the proceedings;
 - 38.2.2. where the Assured fails to carry out any of his obligations under this insurance;
 - 38.2.3. where the proceedings are between joint Assureds, co-Assureds or parties with joint interests in the Yacht;
 - 38.2.4. where the yacht is not insured by Skuld at the time the cause of action arises;
 - 38.2.5. where the Assured appoints a lawyer without the approval of Skuld;
 - 38.2.6. where there are no reasonable prospects of successfully defending or pursuing the proceedings;
 - 38.2.7. where there is no reasonable relationship between the prospects of successfully pursuing or defending the proceedings and the costs which are likely to be incurred;
 - 38.2.8. the Assured has failed to take reasonable care in the chartering, control or management of the yacht, or the position adopted by the Assured is unreasonable or the Assured's conduct has been imprudent, improper tainted with illegality; or
 - 38.2.9. the Assured fails to provide information or documentation which is necessary.

39. War P&I risks cover

Liabilities, costs and expenses in respect of which cover under this insurance is excluded solely by reason of the exclusion under Clause 12.20.1 for war risks provided that:

- 39.1.** the Certificate of Insurance or an Endorsement specifies that the Assured is insured for "War P&I Risks Cover";
- 39.2.** cover under this Clause shall only cover such liabilities, costs and expenses insofar as they exceed amounts recoverable under any other insurance (including, but not limited to, the Yacht's War Risks insurance);
- 39.3.** cover under this Clause may be cancelled by Skuld giving the Assured 72 hours' notice of cancellation in writing;
- 39.4.** cover under this Clause shall exclude liabilities, costs and expenses:
 - 39.4.1. arising out of the outbreak of war (whether declared or not) between any of the following countries: the United Kingdom, the United States of America, the People's Republic of China, France or the Russian Federation;
 - 39.4.2. caused by or arising from the Territorial and Conflict Exclusion Clause;
 - 39.4.3. if the Yacht is operating in Listed Area.
- 39.5.** cover under this Clause will terminate automatically without notice to the Assured
 - 39.5.1. should war (whether declared or not) break out between any of the following countries: the United Kingdom, the United States of America, the People's Republic of China, France or the Russian Federation and/or



- 39.5.2. upon the occurrence of any hostile detonation of any nuclear weapon of war, wheresoever or whensoever such detonation may occur.

40. Pre-delivery crew

Where the Assured has entered into a written contract with:

- 40.1. a yard for the purchase of a new Yacht and stations crew at the yard or the port where the Assured's Yacht is being constructed and/or completed prior to handover and delivery of the Yacht by the yard to the Assured, or
- 40.2. the Seller for the purchase of a second-hand Yacht and stations crew onboard the Yacht for the purpose of inspection, work, familiarisation or hand-over;

the Assured will be insured for liabilities, costs and expenses covered under this insurance provided that:

- 40.3. the Certificate of Insurance or an Endorsement specifies that the Assured is insured for;
- 40.4. "Pre-Delivery Crew Cover", and
- 40.5. cover under this Clause shall only cover such liabilities, costs and expenses insofar as there is no cover under any other insurance.

41. Racing

Liabilities covered under this insurance incurred while the Yacht is participating in a race or is subject to the rules of the race provided that the Certificate of Insurance or an Endorsement specifies that the Assured is insured for "Racing".



Appendix 1

Definitions

Affiliate

A person or company affiliated with the Assured including but, not limited to, the beneficial owner of the Yacht.

Assured

A member of Skuld named as the Assured in the Certificate of Insurance, including any Co-Assured or Affiliate.

Casualty

An incident affecting the physical condition of the Yacht which renders the Yacht incapable of safe navigation to her intended destination or which creates a threat to the life or safety of her crew or guests.

Chemical, bio-chemical, electromagnetic weapons and computer virus risks

Loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:

- i) any chemical, biological, bio-chemical or electromagnetic weapon
- ii) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Co-Assured

A person or company named as the Co-Assured in the Certificate of Insurance.

Communicable Disease Exclusion Clause

1. Any and all liabilities, losses, damages, costs and expenses in excess of USD10,000,000 for one event are excluded if they are directly arising from:
 - 1.1. any transmission or alleged transmission of the below scheduled Communicable Disease(s):
 - (i) COVID-19; and
 - (ii) SARS-CoV-2; and
 - (iii) any mutation or variation of SARS-CoV-2, or
 - 1.2. in the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease') any transmission or alleged transmission of the Declared Communicable Disease.
2. This exclusion in paragraph 1 above will not apply to any liability otherwise covered, where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 of this exclusion are met, no cover will be provided for any:
 - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Communicable Disease(s) scheduled in clause 1.1. or Declared Communicable Disease whether the measures are preventative or remedial;
 - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Communicable Disease(s) scheduled in clause 1.1 or the Declared Communicable Disease;
 - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Communicable Disease(s) scheduled in clause 1.1 or the Declared Communicable Disease.
4. For the purpose of this exclusion, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:
 - A. the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
 - B. the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and
 - C. the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or



with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

5. This exclusion shall not extend to cover any liability which would not have been covered hereunder had this exclusion not been included.

Crew

A person employed or engaged to serve on board the Yacht, whether on a permanent or temporary basis, in accordance with a crew agreement or contract of employment, including a substitute for such a person.

Event

A casualty, incident, accident or occurrence arising from the operation or use of the Yacht which may give rise to a claim under this insurance. A series of Events which have the same cause will be treated as one Event for the purpose of deductibles.

Extra Costs

Those additional costs necessarily and reasonably incurred by the Assured over and above the costs that would have been incurred by the Assured had the Event giving rise to the claim under this insurance not occurred.

ISM Code

International Safety Management Code.

ISPS Code

The International Ship and Port Facility Security Code.

Listed Area

Any area declared by Skuld to be an area of perceived enhanced risk for the purposes of this insurance.

At any time or times before, or at the commencement of, or during the policy year, Skuld may in its sole discretion declare any ports, places, countries, zones or areas (whether of land or sea) as Listed Areas. Such Listed areas will be excluded from cover hereunder in respect of War Risks. Any declarations of Listed Areas will be notified by publication on www.skuld.com. The cover shall cease in respect of the Listed Areas upon the expiry of seven days from the date the notice of such determination is published on www.skuld.com.

MLC

The Maritime Labour Convention 2006 as amended.

Nuclear risks

Liabilities, costs and expenses directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- c) any weapon or device employing nuclear fission and/or fusion or other like reaction or radioactive force or matter, or
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Period of Insurance

The period of cover under this insurance commencing unless otherwise agreed at 00:00 hours GMT on the date prescribed in the Certificate of Insurance and ending at the time and date set out in the Certificate of Insurance, unless amended by way of an Endorsement or terminated in accordance with the provisions of this insurance.

Personal effects

Items of a personal and portable nature which are taken onboard the Yacht and which would not normally be sold with the Yacht.

Skuld

Assuranceforeningen Skuld (Gjensidig).

Tender

Any craft owned by the Assured which is either stowed onboard the Yacht and/or towed by the Yacht when she is underway and which is used in connection with the Yacht to transfer the owner, guests and crew of the Yacht or to provide support to the Yacht and/or entertainment to the owner, guests and crew of the Yacht.

Territorial and Conflict Exclusion Clause

Losses, damages, liabilities, costs or expenses:

- (a) caused by or arising from or in connection with any Russia-Ukraine conflict and/or any expansion of such conflict; or



- (b) in any area or territory or territorial waters where Russian armed forces, Russian-backed forces, and/or Russian authorities, are engaged in conflict within the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova.
- (c) arising from capture, seizure, arrest, detainment, confiscation, nationalisation, expropriation, deprivation or requisition for title or use, or the restraint of movement of vessels and cargo in the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova.

Third Party

Any person or company other than the Assured.

This insurance

These Terms and Conditions, the Certificate of Insurance and any Endorsement issued by Skuld (together "this insurance").

Valuables

Cash, banknotes or other forms of currency, bullion, works of art, precious or rare metals or stones, plate or other objects of a rare or precious nature, specie, bonds or other negotiable instruments.

War Risks

Liabilities, costs or expenses (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Assured or his servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred arising out of or in any way connected with one or more of the following risks:

- a) War, civil war, revolution, rebellion, insurrection or resultant civil strife or any hostile act by or against a belligerent power or by any person acting maliciously or from a political motive or by any act of terrorism (provided that, in the event of any dispute as to whether or not, for the purposes of this paragraph (a), an act constitutes an act of terrorism, the decision of Skuld shall be final;
- b) capture, seizure, arrest, restraint, detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- c) mines, torpedoes, bombs, rockets, shells, explosions or other similar weapons of war;
- d) strikers, locked-out workmen, persons taking part in labour disturbances, riots or civil commotions, or
- e) confiscation, nationalisation, deprivation, requisition or expropriation.

Wilful Misconduct

An act intentionally done, or a deliberate omission by the Assured, with the knowledge that the performance or omission will probably result in injury, loss, or damage, or an act done or omitted in such a way as to allow an inference of a reckless disregard of the probable consequences.

Yacht

The Yacht named on the Certificate of Insurance as the Yacht insured under this insurance, including her tender(s), toy(s), watersports equipment and other equipment on board. This does not include any shadow vessel in support of the Yacht or the shadow vessel's tender(s), toy(s) and equipment.



Appendix 2

Co-assureds

1. Skuld may agree to extend the cover afforded to the Assured to a Co-Assured named in the Certificate of Insurance.
2. The cover shall extend only to risks, liabilities and expenses which are within the scope of cover afforded by this insurance.
3. Any payment by Skuld to the Assured or any Co-Assured shall be deemed to be payment to the Assured and to all Co-Assureds jointly and shall fully discharge the obligations of Skuld in respect of that payment.
4. Where Skuld makes any payment to any Co-Assured in respect of any liability or costs, it shall be subrogated to the rights of the Co-Assured and any recovery shall be passed to Skuld which shall be entitled to deduct a sum up to the amount paid by Skuld before any balance is credited to the Co-Assured.
5. The contents of any communication between Skuld and the Assured or any Co-assured shall be deemed to be within the knowledge of the Assured and all Co-Assureds.
6. Any failure by the Assured or any Co-Assured to comply with any of the obligations under this insurance shall be deemed to be a failure of the Assured and all Co-Assureds.
7. Any conduct or omission by the Assured or any Co-Assured which would have entitled Skuld to reject or reduce any claims shall be deemed to have been the failure of the Assured and all Co-Assureds.
8. Skuld shall not cover any liability, loss, expense or costs in respect of any dispute between the Assured and any Co-Assured.
9. The total liability of Skuld in respect of any one Event, to the Assured and to any Co-Assured shall not, in any circumstances, exceed such sum as would have been recoverable from Skuld only by the Assured.
10. In the Event that the total liability of Skuld is less than the total sum claimed by the Assured and by any Co-Assured, Skuld shall be entitled to apportion payment in proportion to the respective amounts claimed.