



15 January 2024

CIRCULAR TO ALL MEMBERS

Skuld Owners' Fixed P&I Terms and Conditions Amendments for 2024/2025 policy year

The following changes to Owners' Fixed P&I Terms and Conditions for 2024/25 policy year were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2023.

Skuld 2024 Owners' Fixed P&I Terms and Conditions are published on our website.

New text appears **in red** and deletions are ~~struck through~~.

3. General provisions

Words and phrases which appear in ~~italics in these Terms & Conditions~~ are defined **in Appendix 1** and shall have the meanings set out in ~~that~~ Appendix 4.

Comments: This is an editorial change aligning Terms&Conditions with other Terms&Conditions

4. Cargo

4.2. Exceptions

However, the insurance shall not cover liabilities, losses, expenses or costs arising out of

4.2.6.

a) carriage of cargo which would not have been incurred by the Assured if the cargo had been carried on terms no less favourable to the Assured than those laid down in the Hague or Hague-Visby Rules, save where the contract of carriage is on terms less favourable to the Assured than those laid down in the Hague or Hague-Visby Rules solely because of the relevant terms of carriage being of mandatory application, **and**

b) **liabilities, costs and expenses to the extent that they would not have been incurred or borne by the Assured but for its waiver or limitation of rights of recourse that would otherwise have been available under the contract of carriage in accordance with the Hague or Hague Visby Rules, and/or mandatorily applicable law;**



4.2.9. carriage of Valuables, whether the value is declared or not, unless the Association has been notified prior to any such carriage, and any directions made by the Association have been complied with,

Comments: These changes will align our Terms & Conditions with the provisions in Skuld's Rules. We also refer to comments for changes in Rule 5.

Appendix 1 Definitions

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)**:

- (1) COVID-19; and
- (2) SARS-CoV-2; and
- (3) any mutation or variation of SARS-CoV-2, or

1.2 ~~the Declared Communicable Disease~~ 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** are excluded.

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. ~~2~~ However even if the requirements of paragraph ~~2~~ 4 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.

4.3. 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. 4- This exclusion shall not extend to cover any liability which would not have been covered hereunder had this exclusion not been included.

Comments: This amendment reflects the amended market and reinsurance terms for Communicable Diseases.