



To ALL MEMBERS

JANUARY 2026

COVER CIRCULAR

SKULD YACHT TERMS AND CONDITIONS – AMENDMENTS FOR 2026/2027 POLICY YEAR

The following changes to Yacht Terms and Conditions for 2026/27 policy year were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2025.

Skuld 2026 Yacht Terms and Conditions are published on our website.

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

5.3. Liability for loss of or damage to personal effects other than valuables limited to **USD 12,500 per person, any one event.**

Comments: This amendment implements a cap of USD12,500 per person, any one event for personal effects aligning our terms with the market standard.

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

27.21 liabilities, costs and expenses arising directly or indirectly from chemical, bio-chemical, electromagnetic weapons and computer risks.

27.24**2.** war risks;

27.2**32.** any event falling within the Communicable Disease Exclusion Clause.

Comments: This amendment re-introduces a general cyber exclusion following changes done last year to the Terms & Conditions when the cyber exclusion was moved to the War risk clause only.

31.8 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 32 to the extent that the failure has materially prejudiced Skuld's interests.~~

31.9. If the Assured fails to comply with any of the obligations set out in clause 31, the Skuld shall, in its absolute discretion, be entitled to refuse to cover all or part of the claim.

Comments: This amendment aligns these Terms & Conditions with our Rules, clarifying the Association's right to refuse cover if the Assured fails to comply with Clause 31 listing its obligations towards the Association.

32. Obligatory crew medical insurance

The Assured is required to have in place crew medical insurance for the Yacht's crew (as defined in Appendix 1) with a reputable crew medical insurer with cover for at least USD 100,000 (or equivalent in any other currency) for each member of crew for each accident, occurrence or illness.

~~Where~~ In the event that crew medical insurance is not in place for a member of the crew, a USD 100,000 deductible for each member of the crew for each accident, occurrence or illness will apply.

Where crew medical insurance is in place but does not respond a USD 7,500 deductible for each member of crew for each accident, occurrence or illness will apply, except for claims that arise, are presented or enforced in the United States of America or any of its territories, then this deductible is increased to USD 25,000.

Comments: The amendment is meant to clarify that the deductibles under clause 32 apply on a 'per crew member' basis instead of on a 'per event' basis.

35. Deductibles

35.1. The deductible is the amount specified as the Deductible in the Certificate of Insurance and/or in these Terms and Conditions and shall be paid to Skuld in respect of a claim under this insurance for liabilities, losses, expenses and costs arising under any one event.

35.2. Except as set out in Clause 32, ~~where~~ where more than one deductible applies in respect of one event, the Assured will only be required to pay the largest applicable deductible.

Comments: This amendment is meant to clarify that the deductible(s) applied under clause 32 are separate and distinct to ordinary P&I deductibles. For example, where a collision event arises, crew have also been injured as a result of the incident and it transpires that the assured did not take out crew medical insurance or that the existing crew medical insurance is inadequate, both the collision deductible and the applicable clause 32 deductible would apply.

37. Termination of this insurance by notice Skuld may terminate this insurance by giving:

37.1. immediate notice of cancellation to the Assured or the Assured's agent, where the Assured is in breach of his obligations of duty of fair presentation under Clause 28, **clause 32 for breach of obligations to have obligatory crew medical insurance**, breach of the Assured's obligations in respect of compliance with all requirements and recommendations of the Yacht's Flag State, Class (if the Yacht is classed with a Classification society at the inception of this insurance), change of the Yacht's Flag State or Class without prior approval of Skuld, 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); Section 8 and Schedule 1 of the UK Insurance Act 2015 are excluded entirely;

Comments: This amendment adds breach of obligations under clause 32 (obligatory crew medical insurance) to the reasons where Skuld will be entitled to terminate cover.

Appendix 1 Definitions

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~~ Seafarers Employment Agreement or contract of employment, **which are MLC compliant and the provisions of which are no wider than those of The Standard Cayman Islands Seafarer Agreement (Revision Date: 27/03/2013)**, including a substitute for such a person.

Comments: This amendment is meant to ensure that Assureds agree on acceptable employment terms with their crewmembers. This amendment is also aligned with clause 19.2 (contractual indemnities) of these Terms & Conditions to clarify that the obligation extends to the Terms & Conditions as a whole.

Dayworker

A person, not being a member of the crew, employed by or on behalf of the Assured to carry out ~~casual~~ work onboard the Yacht **in a non-seafaring capacity**, on a temporary **short-term** basis.

Comments: This amendment is meant to clarify that short term crew, such as delivery crew, are not Dayworkers.