



To ALL MEMBERS

19 JANUARY 2026

COVER CIRCULAR

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

The following changes to Yacht Crew Liability 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 Crew Liability Terms and Conditions are published on our website.

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

3. Injury, illness or death

3.3. **Liability for wages** due to serving crew members or, if deceased, their dependents as a result of injury illness or death. **Any such liability shall not exceed the terms of the crew members' seafarers employment agreement or contract of employment.**

Comments: This amendment makes some editorial changes and provides clarification that the compensation for wages to the dependents will not exceed the terms of the crew employment agreement.

16.8: ~~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.~~

If the Assured fails to comply with any of the obligations set out in clause 16, the Association 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 16 listing its obligations towards the Association.

18. 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.

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: This amendment aligns these Terms & Conditions with the Yachts Terms & Conditions introducing a requirement to maintain a mandatory crew medical insurance. Subsequent clauses currently numbered 18-41 will be re-numbered to 19-42 accordingly throughout the text of the Terms & Conditions.

3940. War P&I risks cover

If separately agreed, Skuld may provide cover for the Assured's 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 **up to USD 50,000,000** provided that:

3940.1. the Certificate of Insurance or an Endorsement specifies that the Assured is insured for "War P&I Risks Cover";

3940.2. 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);

3940.3. cover under this Clause may be cancelled by Skuld giving the Assured 72 hours' notice of cancellation in writing;

3940.4. cover under this Clause shall exclude liabilities, costs and expenses for or arising directly or indirectly from: ~~chemical, bio-chemical, electromagnetic weapons and computer risks;~~

3940.4.1. the **exclusion under Clause 12.14**; cover under this Clause shall exclude liabilities, costs and expenses;

3940.4.2. ~~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;

3940.4.3. caused by or arising from the Territorial and Conflict Exclusion Clause;

3940.4.4. if the Yacht is operating in Listed Area.

3940.5. cover under this Clause will terminate automatically without notice to the Assured:

3940.5.1. 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

3940.5.2. upon the occurrence of any hostile detonation of any nuclear weapon of war, wheresoever or whensoever such detonation may occur;

40.5.3. in the event the Yacht is requisitioned either for title or for use.

Comments: This amendment is meant to clarify the scope and terms of a separate War P&I Risk cover that may be provided under these Terms & Conditions.

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 acceptable employment terms with their crewmembers. This amendment is also aligned with Yacht Terms & Conditions.