

January 2017

COVER CIRCULAR

## Skuld Yacht Terms & Conditions - Amendments for 2017/18 policy year

The following changes to Yacht Terms and Conditions for 2017/18 policy year were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2016.

Skuld Yacht Terms and Conditions are published on our website. Hard copies will be available upon request.

New text appears in red and deletions are struck through.

### 5. CREW

#### 5.2.

Liabilities arising under ~~costs of repatriation under a statutory obligation including the Maritime Labour Convention 2006 (MLC) or equivalent domestic legislation by a State party to MLC Certificates,~~ save that the Assured shall reimburse the Association in full any claim paid under Certificates issued under Regulation 2.5, Standard A2.5.2.

**Commentary:** Changes to clause 5.2 reflect amendments to the Maritime Labour Convention entering into force on January 18, 2017. These liabilities will be covered under standard Terms & Conditions.

5.6. Liability for wages to serving crew members or, if deceased, their dependants as a result of injury, illness or death.

**Commentary:** Changes align wording with similar one in Owners' Fixed and allow to compensate for wages in cases where MLC does not apply.

### 12 PROPERTY

12.1. Cover for the Assured's liability and loss:

#### 12.1.3

Liability arising out of damage to a coral reef or marine conservation zone.

**Commentary:** Changes to accommodate current practice and expand cover to damage to coral reef and marine conservation zone.

### 20. CONTRACTUAL INDEMNITIES COVER

The Assured is insured for any contractual indemnity which would be recoverable under this insurance had it not arisen solely by reason of liability under a contract and which arises solely by reason of one of the following written contracts entered into by the Assured or by the captain

of the Yacht on the Assured's behalf in connection with the operation of the Yacht:

### 20.3.

a contract which the Assured is required to accept under a shipyard's, port's, marina's, club's or supplier's standard terms of business, ~~provided that such contract is not amended in any manner which increases the Assured's liability;~~ or

*Commentary: Changes reflect current market practice.*

## 22. HELICOPTERS AND OTHER AIRBORNE CRAFT

22.1. Liability to a third party arising from an accident in connection with the Yacht's helicopter or airborne craft or a third party's helicopter or airborne craft onboard the Yacht during the period commencing from the later of the moment when all the engines of the helicopter or airborne craft are switched off and all its rotors and/or other propulsion mechanisms have ceased to turn and the helicopter or other airborne craft is secured to the deck of the Yacht with all its securings until the earlier of the moment when any of the engines of the helicopter or other airborne craft are switched on and any of its rotors and/or other propulsion mechanisms have begun to turn and/or any of the securings holding the helicopter or other airborne craft to the deck of the Yacht have been released.

22.2. Liability to a third party arising out of the operation of unmanned aerial vehicles (drones) owned and/or operated from on board the Yacht or a tender.

Excluding cover for fines levied or any financial consequential loss incurred as a result of operating unmanned aerial equipment in breach of any local law or regulation.

22.3. This insurance does not cover any liability for loss of or damage to any helicopter, or airborne craft or unmanned aerial vehicles (drones) of any nature whatsoever owned or leased by the Assured.

*Commentary: Changes expand cover to include use of drones on the Yacht.*

## 30. PREMIUM DUE BY THE ASSURED

30.2 The Assured shall pay (without set off) all premium(s) owed to Skuld when due and payable, otherwise:

30.2.1 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 5.2;**

*Commentary: Changes to clause 5.2 reflect amendments to the Maritime Labour Convention entering into force on January 18, 2017.*

36.1 The deductible of ~~US\$1,000 (or if greater,~~ is the amount specified as the Deductible in the Certificate of Insurance 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.

*Commentary: Changes allow to establish an individual Deductible per cover.*

## Appendix I

### ASSURED

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

*Comment: Changes align wording with other non-mutual covers in Skuld.*

### MLC Certificates

Certificates issued by Skuld in compliance with The Maritime Labour Convention 2006 (as amended) Regulation 2.5, Standard A2.5.2. and Regulation 4.2., Standard A4.2.

### TOYS

Any personal watercraft (PWC), jetski and other watercraft (other than the Yacht or tender), para-sailors, paragliders, bananas, doughnuts or other watersports equipment **and unmanned aerial vehicles (drones)** owned and/or operated by the Assured and stored on board the Yacht when underway.

**Commentary:** Amendments following changes in Article 22 above to allow for the cover to include use of drones.

