

Risk	Question	Answer
Crew	Where a crewmember contracts the virus and falls ill or dies with Covid-19, how does the vessel's P&I cover respond?	There is no general exclusion for pandemics or Covid-19 under the Rules and, as such, cover is available in the same way as for any other crew illness or death. Typical costs covered are hospital, medical and repatriation expenses.
Crew	If the crewmember contracts Covid-19 on his journey to or from the vessel, will the Member's cover respond?	Yes, provided that the Member is responsible for the crewmember under the employment contract (which is likely), the cover will respond to both possible liabilities and costs resulting from a Covid-19 illness.
Crew	Does the Club cover additional costs incurred as a result of contract extensions or crew overlap when such extensions or overlaps are necessary as a result of coronavirus related travel restrictions?	No, such additional costs would not be recoverable. However, if additional costs (such as crew wages) are incurred as a direct result of a Covid-19 outbreak onboard, such costs would be covered.
Crew & Cargo	If the crew refuse to perform cargo operations for fear of contracting the virus, will resulting costs and liabilities be covered under Club rules?	The usual ship operating expenses will not be covered. However, liabilities arising as a result (e.g. cargo delay and damage) may be covered provided the crew acted independently and against the instructions of on shore managers.
Crew & Diversion	"If the vessel needs to divert from her intended route to obtain treatment for crewmembers who may have contracted the virus, what costs are recoverable under the vessel's P&I cover?"	Whenever it is necessary and reasonable to divert as a result of any illness or injury onboard, cover is available for the extra net costs incurred (such as fuel and port charges). We recommend that Members immediately contract their regular claims handler for effective coordination of disembarkation and treatment of the crewmember.

Quarantine	If the vessel is subjected to a quarantine order as a result of an outbreak of Covid-19 on board, what costs are covered under the vessel's P&I cover?	Under the Skuld's Quarantine Rule, the net additional costs less ordinary running expenses arising from a quarantine order, are covered.
Quarantine	If the vessel is subjected to a quarantine order as a result of the nationality of the crew or previous port of call, what costs and expenses are covered under the vessel's P&I cover?	Under Skuld's Quarantine Rule, there must be an infectious disease on board. An infectious disease is an illness caused by pathogenic microorganisms, such as bacteria, viruses, parasites or fungi that can be spread from one person to another. If there is no outbreak of any infectious disease on board, then such costs would not be covered.
Quarantine	If a crewmember is quarantined ashore as a precautionary measure either prior to joining a vessel or after disembarkation, will resulting costs be covered under the vessel P&I policy?	No, quarantine costs which are not incurred as a result of an infectious disease on board are operational and not covered under the Club's rules.
Deductible	If there is more than one person on board who have contracted the virus, would one or several deductibles apply?	If standard terms apply, one deductible would apply if it is reasonably clear that the persons contracted the virus during the same voyage, from the same identifiable source (e.g from another crew member) and/or at the same time (e.g. during loading/discharging).
General exclusions	If the owners have been unable to carry out maintenance work required by Class, SOLAS crewing requirements are not met due to repatriation of sick crew, Statutory Certificates have expired, or owners are in some other way in breach of their policy terms. Is cover to be denied?	Skuld will treat these circumstances in a pragmatic and sensible way given the extraordinary situation Members are facing. If these circumstances are unavoidable and due to Covid-19, exclusions or breaches may be waived on a case by case basis. Please get in touch with your regular underwriter or claims handler.

PEME	What is Skuld's position in case the Skuld enhanced PEME certificate expires and the seafarer had to extend his/her contract on board?	Skuld will extend the validity of the Skuld enhanced PEME program from 12 to 15 months. The extension of the PEME program is mainly to ensure validity of the certificate for those seafarers who have extended their contracts onboard since crew changes have been delayed. The extension of the PEME program is mainly to ensure validity of the certificate for those seafarers who have extended their contracts onboard since crew changes have been delayed.
Cargo	If there are delays at the discharge port and/or slow steaming instructions which could technically amount to “deviations”. Would this prejudice the cover?	<p>If there are delays at the discharge port outside the member’s control (for whatever reason), then cover would not be prejudiced. If there is an intentional order to slow steam during the voyage, and that deprives the Member of rights and/or defences of the HV Rules, then cover could be prejudiced to the extent the liability would not otherwise have attached, or to the extent that the quantum exceeded the limitation that otherwise would have been applicable.</p> <p>If charterers order slow steaming (and there is no liberty, slow steaming or virtual arrival clause in the contracts, and particular bills of lading), there could also be a breach of the (often implied) obligation of due dispatch and owners/charterers could be held liable for resulting losses. In such case, cover may be prejudiced either under the deviation exception or under the wilful misconduct clause.</p> <p>An optional cover for unauthorized deviation is available for Members and Clients with an underlying P&amp;I entry with Skuld. Please contact your underwriter for further guidance.</p>
Cargo	Are owners/assureds covered if they deliver cargo upon presentation of email copies of Bills of Lading? There are indications that some operators have undertaken this measure to avoid human contact.	<p>No. There is no cover for liabilities arising from delivery of cargo without production of original bills of lading (5.2.15(a)). The Board may in its discretion cover such liability in an egregious case.</p> <p>An optional cover for delivery of cargo without production of the Bill of Lading (or Waybill etc.) is available for Members and Clients with an underlying P&amp;I entry with Skuld. Please contact your underwriter for further guidance.</p>