

January 2019

CIRCULAR TO ALL MEMBERS

Skuld Charterers Terms and Conditions – Amendments for the 2019/20 policy year

The following changes to Charterers' Terms and Conditions for 2019/20 policy year were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2018.

Skuld Charterers' 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~~.

29. WAIVER **AND RECOVERY**

In the absence of an express written confirmation of cover by Skuld, no act (including the provision of security, **certificate**, payment of any sum or handling of any claim) or omission or delay by Skuld shall be treated as a waiver of Skuld's rights or acceptance of cover. If Skuld provides security, incurs costs, or makes any payment in respect of a claim or dispute which turns out not to be covered, the Assured shall indemnify Skuld.

Comment: *Specifying that certificates issued by the Association do not constitute waiver in line with any form of security and highlighting that the Clause deals with recovery issues.*

Appendix 1

Vessel

A ship, boat, hydrofoil, hovercraft or other description of vessel (including a lighter, barge or similar vessel howsoever propelled but excluding a fixed platform or fixed rig **and a wing-in-ground craft**) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water which has been declared by the Assured and accepted by Skuld and is named in any Certificate of Insurance.

Comment: *To align definition with that in the Rules.*