

January 2020

CIRCULAR TO ALL MEMBERS

## Skuld Owners' Fixed P&I Terms and Conditions – Amendments for 2020/21 policy year

The following changes to Owners' Fixed P&I Terms and Conditions for 2020/21 policy year were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2019.

Skuld Owners' Fixed P&I Terms and Conditions are published on our website.

New text appears in red and deletions are struck through.

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### 4. CARGO

#### 4.2. Exceptions

However the standard insurance shall not cover liabilities, costs and expenses arising out of

~~4.2.6: carriage of cargo on terms less favourable to the member than the Hague or Hague-Visby Rules, except insofar as the contract of carriage is on less favourable terms solely because of the compulsory application of the Hamburg Rules by virtue of the place of loading or discharge,~~

carriage of cargo which would not have been incurred by the Assured if the cargo had been carried on terms no less favourable to the Assured than those laid down in the Hague or Hague-Visby Rules, save where the contract of carriage is on terms less favourable to the Assured than those laid down in the Hague or Hague-Visby Rules solely because of the relevant terms of carriage being of mandatory application.

**Comment:** This amendment incorporates Skuld's current practice of accepting application of other mandatory law provisions in addition to Hague (Hague-Visby) Rules. This change also aligns T&C with Skuld's Rules.

#### Appendix 1 Definitions

##### Drilling or production operations

~~Drilling or production operations in connection with oil or gas exploration or production, including any accommodation unit moored or positioned on site as an integral part of any such operations~~

**Comment:** This amendment aligns the definition with that in the Rules.

## Specialist operations

Operations including and not limited to **Performing** dredging, blasting, pile-driving, well-**intervention** stimulation, cable or pipelaying, construction, installation, ~~removal~~ or maintenance work, core sampling, depositing of spoil, **power generation and decommissioning**, ~~professional oil spill response or professional oil spill response training and tank cleaning (otherwise than on the entered vessel) but excluding fire fighting.~~

**Comment:** This amendment aligns the definition with that in the Rules.

## Appendix 3 Deductibles

Unless otherwise agreed, compensation under Part 2 of this insurance shall be subject to the following

deductibles per category:

1.1. For insurances other than those referred to in paragraphs 1.2 to 1.4: USD ~~12,500~~ 10,000

1.2. Clause 4 (cargo liability),

Clause 5 (extra cargo handling costs),

Clause 17.1.2 (cargo fines)

Clause 11 (property)

Clauses 19, 15 and 16 (salvage & general average) and

USD ~~17,500~~ 45,000 per cargo voyage for vessels above 2500GT

USD ~~12,500~~ 40,000 per cargo voyage for vessels under 2500GT

The deductibles applicable to cargo claims under the Clauses referred to in this paragraph (whether for standard or separately agreed amounts) shall be doubled when the loss or liability is due to water damage resulting from leaky cargo hatches or tank hatches on account of inadequate maintenance.

1.3. Clause 10 (collision and contact liability)

USD ~~50,000~~ 45,000