



15 January 2024

CIRCULAR TO ALL MEMBERS

Skuld 2024 P&I Rules and Statutes Amendments for the 2024/2025 policy year

All amendments to Skuld 2024 P&I Rules (“Rules”) and Skuld Statutes are listed below.

Skuld Statutes and Rules will appear as two different publications on our website.

Changes to the Rules were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2023.

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

1. SKULD RULES

5.2. Exceptions

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

5.2.6

- a) carriage of cargo which would not have been incurred by the member if the cargo had been carried on terms no less favourable to the member than those laid down in the Hague or Hague-Visby Rules, save where the contract of carriage is on terms less favourable to the member than those laid down in the Hague or Hague-Visby Rules solely because of the relevant terms of carriage being of mandatory application, **and**
- b) **liabilities, costs and expenses to the extent that they would not have been incurred or borne by the member but for its waiver or limitation of rights of recourse that would otherwise have been available under the contract of carriage in accordance with the Hague or Hague Visby Rules, and/or mandatorily applicable law;**

Comments: This change aligns our Rules with the amendments done to Appendix V of the Pooling Agreement, requiring the Members not to waive or otherwise prejudice the rights of recourse against third parties as presently exists under contracts of carriage where the Hague/Hague Visby Rules or other mandatorily applicable provisions apply.

Cargo

5.2. Exceptions

5.2.9 carriage of cash, banknotes or other forms of currency, bullion, works of art, precious or rare metals or stones, plate or other objects of a rare or precious nature, specie, bonds or other



negotiable instruments, **whether the value is declared or not, unless the Association has been notified prior to any such carriage, and any directions made by the Association have been complied with.**

5.4 Additional Covers

If separately agreed, the Association can arrange additional insurance to cover liability arising out of the following,

~~5.4.3 carriage of cash, banknotes or other forms of currency, bullion, works of art, precious or rare metals or stones, plate or other objects of a rare or precious nature, specie, bonds or other negotiable instruments (excluded from the standard insurance under Rule 5.2.9),~~

~~5.4.4 carriage of cargo under an ad valorem bill of lading, waybill or other document containing a stated or declared value in excess of USD 2,500 per unit, piece or package (excluded from the standard insurance under Rule 5.2.10), or~~

~~5.4.45 unauthorised carriage of cargo on deck, deviation and some other types of departure from the contractually agreed voyage or adventure (excluded from the standard insurance under Rule 5.2.5(c) and Rule 5.2.11).~~

Comments: This change aligns our Rules with the Pooling Agreement.

9.2 Exceptions

However, the standard insurance shall not cover liabilities, costs and expenses which

9.2.2 arise in respect of personnel (other than marine crew) ~~on board the vessel~~ employed otherwise than by the member, where ~~(i)~~ such vessel is providing accommodation to such personnel in relation to their employment ~~on or about~~ an oil or gas production or exploration facility, unless a contractual allocation of such risk has been approved by the Association.

Comments: This change our Rules with the amendments done to the Pooling Agreement, removing the potential ambiguity of the interpretation of expressions “on board” and “on or about” as to the location of the non-marine personnel at the time of the claim.

16. Obstruction

16.1 Cover The standard insurance shall cover liability to the owners of harbours, wharves, canals or similar structures or to the owners of other vessels, arising out of the entered vessel causing an obstruction as a result of a casualty. **For the purpose of this rule, ‘casualty’ means collision, stranding, explosion, fire or similar fortuitous event but excludes any obstruction caused by dereliction.**

Comments: This change provides clarification to the definition of “casualty”, aligning it with the one in Rule 15.

30.3 Excluded operations

The insurance shall not cover, except under Rule 27 (Defence), liabilities, costs and expenses, 30.3.1 which are incurred in respect of an entered vessel carrying out drilling or production operations (as defined in Appendix 1) and which arise out of or during drilling or production operations,

30.3.2 which are incurred in connection with any claim brought against the member arising out of waste disposal activities (as defined in Appendix 1) or sub-sea activities (as defined in Appendix 1), and

30.3.3 which arise during the course of specialist operations (as defined in Appendix 1) as a consequence of:

a) claims brought by any party, for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operation, or



b) the failure to perform such specialist operations by the member or the fitness for purpose or quality of the member's work, products or services, or
c) loss of or damage to the contract work,
~~except that~~ **provided always that the exclusion set out in 30.3.3** ~~this exclusion~~ shall not apply to loss of life, injury of crew and other personnel on board the vessel, the wreck removal of the vessel, or oil pollution or threat thereof from the vessel insofar as covered under the Rules.

Comments: This change provides clarification that the last paragraph applies to the whole clause 30.3.3 a-c.

Appendix 6 Contracts and Contractual Terms

3. Towage contracts approved by the Association

3.1 Towage of the entered vessel (Rule 23.1.2) It is a requirement of approval under Rule 23.1.2 that the contract is towage under Lloyd's Open Form of Salvage Agreement (whether or not incorporating SCOPIC) or any other form of ~~salvage~~ contract approved by the Association incorporating a term to the effect that the member and the owner of the towing vessel shall each be responsible for any loss or damage to his own vessel without any recourse whatsoever against the other.

Comments: This change aligns our Rules with the Pooling Agreement where admissible contract does not need to be a "salvage" contract as long as it complies with the other mandatory provisions in the Rules.



2. STATUTES

1.3 Agenda of the Ordinary General Meeting

The ordinary General Meeting shall:

- 1.3.1 decide on the adoption of the Statement of Accounts and the Board of Directors' Report, and decide on the level of supplementary calls, reimbursement of excess advance calls or the distribution of any surplus. The General Meeting may not stipulate lower supplementary calls, reimbursement of higher levels of excess advance calls or distribution of a larger part of the surplus than that proposed by the Members' Committee,
- 1.3.2 determine the number of members to serve on the Members' Committee,
- 1.3.3 elect members of the Members' Committee, including by separate election its President and Vice President, and determine their remuneration,
- 1.3.4 elect members of the ~~Election~~ **Nomination** Committee,
- 1.3.5 decide on the closing of policy years,
- 1.3.6 decide on amendments to the Statutes of the Association, ~~and~~
- 1.3.7 elect an Auditor and approve his remuneration, ~~and~~
- 1.3.8 decide on other matters within the authority of the General Meeting and stated in the agenda.

1.4 The Members' Committee

1.4.1 The Members' Committee shall consist of a minimum of 12 and a maximum of 30 members in a total number as determined by the General Meeting, including a President and a Vice President. The members of the Members' Committee are elected by the General Meeting after having considered the proposals of the ~~Election~~ **Nomination** Committee. A minimum of two thirds of the members of the Members' Committee shall be appointed representatives of members with vessels entered on the basis of Estimated Total Calls. The President and Vice President of the Members' Committee shall be elected separately.

1.5 Functions of the Members' Committee

1.5.1 The Committee shall supervise the conduct of the business of the Board of Directors and the President and CEO and ensure that the Association's purpose is promoted in accordance with applicable legislation, the Statutes and Resolutions by the General Meeting and the Members' Committee. Each of the Committee members shall have the right at the Meeting to request information about the Association's business. The Members' Committee may itself or by appointed representatives initiate investigations.

1.5.2 The Members' Committee shall, upon recommendations from the ~~Election~~ **Nomination** Committee, elect the members of the Board of Directors, including by separate election its Chairman and Vice Chairman and determine the Board of Directors' remuneration.

1.8 The Association's elected representatives

1.8.1 Any person who is the appointed representative of a member shall be eligible for election to the Members' Committee and the Board of Directors. If such person shall cease to be so eligible, he or she shall no longer be entitled to serve. In addition persons who are not otherwise eligible but have special expertise may be elected as a member of the Board of Directors.

1.8.2 Members of the Members' Committee and Board of Directors shall normally serve for two years. Approximately one half of the members shall retire from office each year. Re-election of members is permitted.

1.8.3 Members of the Board of Directors and the Members' Committee who no longer qualify as stipulated in 1.8.1 shall no longer hold office.

1.8.4 No one can hold office at the same time on the Board of Directors and the Members' Committee. No one can be elected or reelected after having attained the age of 70 years unless the ~~Election~~ **Nomination** Committee has recommended that this age limit should not apply to a particular person on the grounds of that person's special expertise. The individual may, however, continue to serve the remainder of the period for which he was elected.



1.9 The Election Nomination Committee

1.9.1 The Association's ~~Election~~ **Nomination** Committee shall comprise of the President of the Members' Committee, and three appointed representatives of the members elected by the General Meeting. In the event of an equal number of votes being cast, the Chairman shall have the deciding vote. The President and CEO serves as Secretary with the right to participate and speak. The ~~Election~~ **Nomination** Committee elects its Chairman.

1.9.2 The ~~Election~~ **Nomination** Committee shall make recommendations for the election of all the Association's elected representatives.

1.9.3 In its recommendations the ~~Election~~ **Nomination** Committee shall take into account the Association's international activities, tonnage entered and structure of membership.

1.9.4 The Board of Directors shall approve Guidelines for the ~~Election~~ **Nomination** Committee.

Comments: This change renames Election Committee of Skuld to Nomination Committee, aligning the wording with the regulatory language and moving away from the literal translation from the Norwegian language ("valgkomitée).

Norwegian version: no changes