

January 2018

COVER CIRCULAR

TO ALL MEMBERS

## Skuld Charterers' cover Terms and Conditions - Amendments for the 2018/19 policy year

The following changes to Charterers' Cover Terms and Conditions for 2018/19 policy year were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2017.

Skuld Charterers' Cover Terms and Conditions are published on our website.

New text appears in red and deletions are struck through.

### 7. Extra Cargo Handling Costs

#### 7.1. Cover

Extra costs, and liability for extra costs, in connection with or as a consequence of handling and disposing of cargo for which the Assured is legally liable and where such costs are necessarily, reasonably and solely incurred, as a direct result of,

**Comment:** Changes shall limit recovery to cases when the Charterer is legally liable to incur extra cargo costs and prevent claiming under the insurance when disposing of/handling cargo for their own benefit.

### 13. POLLUTION

#### 13.1. COVER

13.1.1. Liability arising out of the actual or threatened escape or discharge of oil or other polluting substance,

13.1.2. costs of measures reasonably taken, with the prior approval of Skuld, for the purpose of preventing or minimising pollution, and

13.1.3. costs incurred in order to comply with an order of any government or authority for the purpose of preventing or minimising actual or threatened pollution, and

13.1.4 where separately agreed, liability and costs under 13.1.1, 13.1.2 and 13.1.3 incurred by the Assured in his capacity as cargo owner.

#### 13.2. EXCEPTIONS

However the insurance shall not cover the Assured's liability or costs in respect of pollution,

13.2.1. where the Assured is liable or incurs costs because the Assured owns or has an interest in the cargo **unless cover has been agreed under Clause 13.1.4,**

**Comment:** Changes to Clause 13 existed previously as an additional cover for charterers as cargo owners for pollution. By adding these liabilities in the main text of Terms & Conditions, (subject to separate agreement with insured) cover documentation is simplified and Skuld can provide a more holistic cover.

## 17. Fines

17.1.2. short delivery or over-delivery of cargo, or failure to comply with regulations concerning the declaration of goods on board ~~other than cargo,~~ or documentation of cargo, provided that the Assured is covered for cargo liability under Clause 6,

**Comment:** This amendment aligns wording with market standard; the cover will be extended to e.g. fines related to cargo documentation.

