



17 January 2025

CIRCULAR TO ALL MEMBERS

**To ALL MEMBERS**

**JANUARY 2025**

## **Skuld 2025 Rules**

### **Amendments for the 2025/2026 policy year**

All amendments to Skuld 2025 P&I Rules ("Rules") are listed below.

Changes to the Rules were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2024 and will enter into force on 20 February 2025.

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

#### **SKULD RULES**

##### 5. Cargo 5.2. Exceptions

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

...

5.2.5. the issue of a bill of lading, waybill or other document containing or evidencing the contract of carriage which  
a) is antedated or postdated,  
b) contains a description of the cargo or its quantity or condition which the member or an officer of the vessel knows is incorrect, or  
c) ~~show that the cargo is carried~~

**5.2.6. carriage of cargo on deck**, unless

- a) the cargo is suitable for carriage on deck of the entered Vessel, and
- b) the contract of carriage contains an appropriate liberty to carry cargo on deck; and
- c) the contract of carriage is specially claused to the effect that the cargo is carried on deck and that either the carrier is exempted from all liability for loss or damage to such cargo howsoever caused, or that the Hague Rules or the Hague-Visby Rules apply to carriage on deck.

**and updating Rules numbers in clauses 5.2.6.-5.2.18. to 5.2.7.-5.2.19 accordingly.**

5.3. Miscellaneous In exceptional cases, the Board of Directors may cover, in its absolute discretion, all or part of the member's liability which would otherwise be excluded by Rule 5.2.1-



5.2.98, Rules 5.2.110-5.2.198, provided that the Board is satisfied that the member took all reasonable steps to avoid the event or the circumstances giving rise to such liability.

#### 5.4. Additional Covers

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

5.4.1. cargo loss, shortage, damage or delay occurring whilst the cargo is in the custody of another carrier pursuant to a contract of carriage for through transport or transshipment providing for carriage to be performed partly by the entered vessel (excluded from the standard insurance under Rule 5.2.3 or 5.2.98),

5.4.2. cargo loss, shortage or damage occurring more than 21 days before loading or more than 21 days after discharge from the vessel (excluded from the standard insurance under Rules 5.2.2 and 5.2.176),

5.4.3. 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 5.2.110), or

5.4.4. 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 5.2.65(€) and Rule 5.2.124).

#### 6. Extra cargo handling costs

...

##### 6.2. Exceptions

However the standard insurance shall not cover costs or liability for costs, which

...

6.2.7. result from any of the matters referred to in Rules 5.2.1 - 5.2.198 (cargo liability exceptions).

#### 17. General average contributions – cargo

...

##### 17.2. Exceptions

However, the standard insurance shall not cover loss which results from any of the matters referred to in Rules 5.2.1- 5.2.198 (cargo liability exceptions).

#### 19. Fines

...

##### 19.2. Exception

However the standard insurance shall not cover fines arising out of any of the matters referred to in Rules 5.2.1-5.2.198 (cargo liability exceptions).

***Comments: This is an editorial change to provide clarity on carriage on deck exception. This also aligns our Rules with the market practice.***

#### 30.4. Excluded risks

30.4.5. liabilities, costs or expenses which arise as a result of the presence in or the actual or threatened escape or discharge from any land based dump, site, storage or disposal facility of any substance previously carried on the entered vessel as cargo, fuel, stores, waste or otherwise, **whether at any time mixed in whole or in part with any other substance**, save that the Association may, in its absolute discretion, decide to cover such liabilities, costs or expenses in whole or in part, or

***Comments: This amendment aligns our Rules with the Pooling Agreement.***

## Appendix I Definitions

Electronic trading system



Any system which replaces or is intended to replace paper documents used for the sale of goods and/or their carriage by sea or partly by sea and other means of transport and which a) are documents of title, or b) entitle the holder to delivery or possession of the goods referred to in such documents, or c) evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party. For the purpose of this definition, a “document” shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically generated information.

An electronic trading system shall be deemed approved, provided:

- i. it is a reliable system in accordance with the Electronic Trade Documents Act 2023 of the United Kingdom or UNCITRAL’s Model Law on Electronic Transferable Records and the reliability of that system is evidenced by:
  - (ia) an audit by an independent body; or
  - (ib) a declaration by a supervisory, regulatory or accreditation body or applicable voluntary scheme; or
  - (ic) applicable industry standards; and
- ii. any electronic document generated thereunder, which performs the functions specified in paragraph 1 (a)-(c), has the same effect under its applicable law as a paper document performing those functions.

**Comments: This change aligns our Rules with the amendments to the Pooling Agreement, clarifying what electronic trading systems will be deemed approved.**

## Appendix 6 Contracts and contractual terms

### 3. Towage contracts approved by the Association

3.2. Towage by the entered vessel (Rule 23.4) Where the vessel is engaged in towage under Rule 23.4 under an owner’s entry, the Association approves the following contracts:

- a) Scandinavian, UK or Netherlands standard towage conditions,
- b) “Towcon” or “Towhire”,
- c) Lloyd’s Standard Form of Salvage Agreements,
- d) **Supplytime; and**
- e) other contracts under which towage takes place containing similar exclusions of liability clauses to those in the contracts specified in (a)-(d) or incorporating a term between (i) the member and (ii) the owner of the tow and the owners of any cargo or other property on board the tow, that each shall be responsible for loss of or damage to, its own property (and in the case of off-shore operators, co-licensees) and their sub-contractors, irrespective of any fault or neglect of that party or its affiliates, contractors or co-licensees or its or their subcontractors or of any of their personnel (i.e. a knock-for knock);-
- f) other contracts where:
  - i) A term or terms of the contract complying with e) above is or is likely to be unlawful or unenforceable in whole or in part; and
  - ii) The contract does not impose on the member any liability to any person arising out of any act, neglect or default of the owner of the tow or any other person; and
  - iii) The contract limits the liability of the member under the contract or otherwise to the maximum extent possible by law.

**Comments: This change aligns our Rules with the amendments to the Pooling Agreement and market practice.**

