



17 January 2025

CIRCULAR TO ALL MEMBERS

SKULD OWNERS' FIXED P&I TERMS AND CONDITIONS – AMENDMENTS FOR 2025/2026 POLICY YEAR

The following changes to Owners' Fixed P&I Terms and Conditions for 2025/26 policy year were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2024.

Skuld 2025 Owners' Fixed P&I Terms and Conditions are published on our website.

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

20. Towage

20.2. The Assured's liability arising out of the towage of another vessel or floating object by the Vessel, **or the cargo or other property on such tow (together with costs and expenses associated therewith)** on contractual terms which have been approved by Skuld (as referred to in Appendix 4) provided that

- a) the towage or attempt thereat is made for the purpose of saving or attempting to save life or property at sea, or**
- b) the Vessel is insured as a tug or other vessel engaged in towage in the ordinary course of business.**

Comments: This change aligns Terms&Conditions with our Rules, see also changes to Appendix 4 below.

Appendix I

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 amendment aligns Terms & Conditions with the change to our Rules, clarifying what electronic trading systems will be deemed approved.

Sub-Sea Activities

The operation by the Assured of submarines, mini-submarines or diving bells, **or remotely operated underwater vehicles**, or the activities of professional or commercial divers where the Assured is responsible for such activities (other than activities arising out of salvage operations being conducted by an entered vessel where the divers form part of the crew of that entered vessel (or of diving bells or other similar equipment or craft operating from the entered vessel) and where the Assured is responsible for the activities of such divers).

Comments: This change aligns Terms & Conditions with our Rules.

Appendix 4 Contracts and contractual terms

3. Towage contracts approved by Skuld

3.2. Towage by the Vessel

Where the vessel is engaged in towage, Skuld 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 Assured 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 Assured under the contract or otherwise to the maximum extent possible by law.**

Comments: This change aligns Terms & Conditions with our Rules and market practice.