



15 January 2024

CIRCULAR TO ALL MEMBERS

Skuld Yacht Terms and Conditions Amendments for 2024/2025 policy year

The following changes to Yacht Terms and Conditions for 2024/25 policy year were approved by the Board of Directors of Assuranceforeningen Skuld (Gjensidig) at its Meeting in November 2023.

Skuld 2024 Yacht Terms and Conditions are published on our website.

New text appears in red and deletions are struck through.

2. Definitions

Words and phrases which appear in italics in these Terms & Conditions are defined in Appendix 1 and shall have the meanings set out in that Appendix 1.

Comments: This is an editorial change aligning Terms&Conditions with other Terms&Conditions.

28.4 any claim involving the *Yacht's* tenders, toys and diving equipment (or ~~submarine~~ **submersible**(s) provided there is cover under Clause 58) unless they are being operated at the time of the event by and/or under the control and/or instruction and/or with the permission of a member of the crew who is both adequately qualified (where it is a flag state requirement or legal requirement where the *Yacht* is situated to be so qualified) and is also adequately experienced in the operation of such *tender, toy* and/or diving equipment (or ~~submarine~~ **submersible**);

28.20 any claim directly or indirectly arising from or in respect of:

28.20.2 any claim arising out of the use of the *Yacht's* ~~submarines~~ **submersibles**;

Comments: This change accounts for the amendments in the definitions. We refer to comments to the Appendix 1 section below.

33. Obligatory crew medical insurance

The Assured is required to have in place **crew** medical insurance for the *Yacht's crew* (**as defined in Appendix 1**) with a reputable **crew** medical insurer with cover for at least USD 100,000 (or equivalent in any other currency) for each member of crew for each accident, occurrence or



illness. Where crew medical insurance is not in place for a member of the crew, a USD 100,000 deductible will apply.

Where the crew medical insurance is in place but does not respond, a USD 7,500 deductible will apply, except for claims that arise, are presented or enforced in the United States of America or any of its territories, then this deductible is increased to USD 25,000.

Comments: This change clarifies that in cases where crew medical insurance is not in place, a USD 100,000 deductible will apply.

58. ~~Submarines~~ **Submersibles**

Liabilities covered under this insurance incurred in respect of the Yacht's **submersibles** ~~submarine(s)~~ provided that:

58.1 the Certificate of Insurance or an Endorsement specifies that the Assured is insured in respect of the "Yacht's **Submersibles** ~~Submarines~~"; and

58.2 the Yacht's **submersibles** ~~submarine(s)~~ is/are constructed, surveyed, certificated and operated in conformity with the applicable requirements, rules and regulations of the Yacht's Classification Society and her Flag State.

Comments: This change accounts for the amendments in the definitions. We refer to comments to the Appendix 1 section below.

Appendix 1 Definitions

Affiliate

A person or company affiliated with the Assured including but, not limited to, the beneficial owner of the Yacht ~~and his/her immediate family.~~

Comments: This change clarifies that cover is excluded for the immediate family members.

Communicable Disease Exclusion Clause

1. Any and all liabilities, losses, damages, costs and expenses in excess of USD10,000,000 for one event **are excluded if they are** directly arising from:

1.1. any transmission or alleged transmission of **the below scheduled Communicable Disease(s):**

- (1) COVID-19; and
- (2) SARS-CoV-2; and
- (3) any mutation or variation of SARS-CoV-2, or

1.2 ~~the Declared Communicable Disease~~ in the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease') **any transmission or alleged transmission of the Declared Communicable Disease are excluded.**

2. This exclusion in paragraph 1 above will not apply to any liability otherwise covered, where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.

3. ~~2~~ However even if the requirements of paragraph ~~2~~ 4 of this exclusion are met, no cover will be provided for any:



- A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for **the Communicable Disease(s) scheduled in clause 1.1. or Declared Communicable Disease** whether the measures are preventative or remedial;
- B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of **the Communicable Disease(s) scheduled in clause 1.1 or the Declared Communicable Disease**;
- C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of **the Communicable Disease(s) scheduled in clause 1.1 or the Declared Communicable Disease**.

4.3. For the purpose of this exclusion, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:

- A. the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
- B. the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and
- C. the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

5. 4- This exclusion shall not extend to cover any liability which would not have been covered hereunder had this exclusion not been included.

Comments: This amendment reflects the amended market and reinsurance terms for Communicable Diseases.

Crew

A person employed or engaged to serve on board the Yacht, **whether on a permanent or temporary basis**, in accordance with a crew agreement or contract of employment, including a substitute for such a person.

Comments: This change clarifies that the definition of crew includes both permanent and temporary crew members, extending the requirement to provide for an adequate medical crew insurance for both categories.

~~Submarine~~ **Submersible**

A craft (**including remotely operated vehicles**) that is designed to travel under the surface of the water and, where **such craft is manned**, its occupant(s) is/are fully enclosed inside such craft or vessel.

Comments: This change changes definition to the one more accurately reflecting crafts carried on board the Yachts, extending the definition to both unmanned crafts and remotely operated vehicles.