



▶ **SPECIALIST OFFSHORE PACKAGE**

BASIC



SHIOWNERS

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THE PROTECTION WE PROVIDE

This package of cover insures *you* against liability claims which may be made against *you* as a result of owning or operating a vessel engaged in the offshore industry. It provides cover additional to *our* Club Rules and incorporates all of the terms and conditions of those Rules.

Any limitations, amendments or endorsements which form part of *your* Certificate of Insurance also apply to this additional cover.

ADDITIONAL COVER

We agree to extend the cover we provide to *you* to include liabilities, costs and expenses arising from any of the following:

1.0 Liability arising under indemnities and contracts

You are covered for *contractual indemnities* and other contractual liabilities *you* agree to when *you* charter or hire *your* vessel to others and claims are made against *you* due to any of the following:

1. Loss of life, personal injury or illness.
2. Loss or damage to cargo or property, including property in your care, custody or control.
3. Pollution.
4. Waiver of right to limit liability.
5. Removal of wreck.

You have the additional benefit of the following:

Naming and waiving

The naming of contractors, sub-contractors and clients of any tier as *contractual Co-assureds*. The Association waives its rights of subrogation against the named parties for those liabilities which *you* have agreed to be responsible for under the contract. Unless *you* and the *contractual Co-assured* are named on or entitled to the benefit of a separate insurance policy, this shall be the primary policy.

2.0 Seafarers' Additional Cover

Seafarers and other persons

You are insured for *your* liability to seafarers, or other persons for whom *you* have a responsibility, where they are working on vessels which *you* do not own, providing such work is of a temporary nature. We will also cover liability claims made against *you* as a result of their presence aboard these vessels, providing we have been notified in advance and we have seen and approved any related contracts or indemnities.

Seafarers' Detention Response

In the event that a seafarer is detained by the authorities whilst in service to the entered vessel, we will arrange for *our* nearest correspondent or legal representative to urgently investigate

the situation and provide the best report possible on the reasons for the detention, any related liabilities *you* may have under local law and give initial advice on the possibility of securing their release. This service is available worldwide, 24 hours a day and 7 days a week and is provided regardless of the reported grounds for detention.

3.0 Specialist operations and incidental salvage

You are insured for claims arising from activities described as specialist operations and which would otherwise be excluded by Club Rules, Rule 28.3 A. Insured activities include amongst other things: blasting, construction, installation and maintenance work, core sampling, depositing of spoil, fire-fighting, pile driving and oil spill training or response. This includes claims made by the party who engaged *you* to do the work as well as others. *You* are also insured for liabilities, costs and expenses arising from salvage operations *you* undertake as part of agreed services or scope of works under an *offshore contract*, when these activities are considered to be incidental to the main scope of works described in the contract.

4.0 Remotely operated vehicle (ROV)

You are insured for liabilities and related costs and expenses when *you* operate a remotely operated vehicle from *your* own entered vessel or a vessel belonging to another which *you* have chartered in. The operation, direction and control of the ROV must remain with *you* at all times and the person operating the ROV must be adequately trained for such operations.

You are also covered for *your* liabilities when ROVs belonging to others are operated from *your* vessel.

5.0 War risks

In respect of the risks contained in this additional cover, *you* are insured for liabilities, costs and expenses arising out of war risks which would otherwise be excluded by Club Rules, Rule 25. Claims are payable in excess of the deductible shown on *your* Certificate of Insurance for these additional covers.

We do not insure claims arising from incidents within any of the areas listed under the current Hull War, Strikes, Terrorism and Related Perils Listed Areas. We may cancel the War Risks Cover by giving 7 days' notice of cancellation at any time. War risks cover will terminate **automatically** should war break out between any of the following countries: the United Kingdom, the United States of America, France, the Russian Federation and the People's Republic of China.

You can obtain a copy of the Listed Areas from *our* website under www.shipownersclub.com/brokers or from any of *our* offices.

WHAT IS NOT COVERED

Your cover is subject to certain exclusions. *We* do not pay claims for or arising from the following:

1. Those which can be recovered under Club Rules. However *you* remain insured for claims arising under Club Rules. This exclusion simply determines which policy would respond in the event of a loss.
2. Loss of or damage to *contract works*.
3. *Your* failure to perform specialist operations.
4. The fitness for purpose and quality of *your* work, products or services.
5. Waste incineration or waste disposal operations.
6. Loss of or damage to an ROV which *you* own or for which *you* have a responsibility under contract.
7. Fines or penalties levied due to a breach of anti-bribery laws.
8. Cable or pipe-laying.
9. Dredging.
10. Well-stimulation.

DEFINITIONS

Please note that the use of italic text in this policy indicates that for the purposes of this additional cover the word or phrase has a defined meaning, which is shown below.

Contract works means the material, plant or equipment which *you* are contracted to construct or work upon. It does **not** include property belonging to others which may be adjacent or connected to the *contract works*.

Contractual Co-assured means a named person or entity who *we* will indemnify for their own losses and for payments they make to third parties for liabilities incurred but always only when *you* have agreed to be responsible for such liabilities or losses under the terms of an *offshore contract*. The liabilities or losses agreed to must be recoverable under *your* policy with *us* and cannot exceed what *you* would be entitled to recover had the claim been brought directly against *you*.

Contractual indemnities means agreements under which *you* accept liability towards another party regardless of whether *you* would be liable at law, for any of the circumstances included under Section 1 'Liability arising under indemnities and contracts', 1 to 5 inclusive.

Offshore contract means a contract under which *your* vessel has been engaged for the supply of services to the offshore oil and gas industry. **We must have approved the contract in advance.**

We or **our** or **us** means The Shipowners' Mutual Protection and Indemnity Association (Luxembourg), the insurer.

You or **your** means the persons named as the Assured in the Certificate of Insurance. If more than one person is named as the Assured in the Certificate of Insurance, *we* will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or a claim by all of them.

Words in the singular shall include the plural and vice versa.

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