



▶ **SPECIALIST OFFSHORE PACKAGE**

ENHANCED



SHIOWNERS

SPECIALIST OFFSHORE PACKAGE

ENHANCED

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, unless they cease to apply because *we* have given *you* this additional cover.

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, oil spill training or response. This includes claims made by the party who engaged *you* to do the work as well as any other person. *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.

This Enhanced Specialist Offshore Package also insures cable or pipe laying, dredging and well-stimulation.

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.

6.0 Extended towage

You are covered for liabilities, costs and expenses and removal of wreck arising out of towing under a written contract which is not an Approved Contract under Club Rules, Rule 2 section 10C.

Special condition regarding offshore drilling rigs

You are also insured when towing an *offshore drilling rig*, oil platform or other offshore structure, providing it is being moved within an *oil field* and the time and duration of the tow does not exceed 48 hours from inception or 200 nautical miles in distance whichever occurs first.

7.0 Diving risks cover

You are insured for liabilities, costs and expenses arising from the activities of professional or commercial divers, when you are responsible for their activities. As such you are covered for liability claims made against you as an employer of professional or commercial divers or other divers for whom you have a responsibility, as a result of incidents occurring whilst diving is taking place from your vessel or a non-entered vessel.

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. Liability for death or bodily injury of a commercial diver who is under a contract of employment with you.
9. Loss of or damage to diving equipment, such as diving bells, which you own or for which you have a responsibility under contract, or any liability from their use.
10. Liability arising from loss or damage to a vessel you are towing intended for scrap or break-up.
11. Liabilities and expenses that arise out of or during drilling or production operations as described under Club Rules, Rule 28.2.

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.**

Offshore drilling rig means a mobile offshore unit that is not intended to be placed permanently or long term on an *oil field*, but is designed to be moved from location to location whether or not it has a means of propulsion or of lowering legs to the seafloor. Examples include self-elevating drilling units, such as jack ups and surface type drilling units such as drill ships. It does **not** include floating units intended for production such as FPSOs (Floating Production, Storage and Offloading installations).

When we refer to an *offshore drilling rig*, our definition and cover also extends to cover any cargo or other property on board it.

Oil field means an area with an industry recognised name in which oil exploration is taking place and to which you are engaged to provide marine services.

Tow means the towed vessel or any cargo or property on it.

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.

London

St Clare House
30–33 Minories
London EC3N 1BP

T +44 207 488 0911
F +44 207 480 5806
E info@shipownersclub.com

The Shipowners' Mutual Protection and Indemnity Association (Luxembourg) |
16, Rue Notre-Dame | L-2240 Luxembourg | Incorporated in Luxembourg |
RC Luxembourg B14288

0815

Singapore

6 Temasek Boulevard
#36–05 Suntec Tower 4
Singapore 038986

T +65 6593 0420
F +65 6593 0449
E info@shipowners.com.sg

The Shipowners' Mutual Protection and Indemnity Association (Luxembourg) |
Singapore Branch | Company No. T08FC7268A