



▶ **SPECIALIST OFFSHORE PACKAGE 2019**

BASIC



**SHIPOWNERS**

## SPECIALIST OFFSHORE PACKAGE 2019

### BASIC

#### 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 or debris arising from a *Casualty*.

*You* have the additional benefit of the following:

##### Naming of Co-assureds

If *We* agree to name a *Co-assured*, in accordance with Rule 41 2 (c) then that *Co-assured* shall be entitled only to recover for liabilities, costs and expenses which are *Your* responsibility and would, if borne by *You*, be recoverable by *You* from *Us*. If *You* have a contract, then *Your* responsibility is *Your* responsibility under the terms of the contract.

##### 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 specialist operations 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, and pile driving. 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 contractually agreed services or scope of works, when these activities are considered to be incidental to the main scope of works described in the contract.

Claims under this Section 3, arising in respect of the following, are excluded:

- 3.1 Loss of or damage to or the removal of any *contract works* or any pollution arising therefrom.
- 3.2 *Your* failure to perform specialist operations.
- 3.3 The fitness for purpose and quality of *Your* work, products or services.
- 3.4 Liabilities in respect of dredging, cable or pipe-laying or well stimulation.

##### 4.0 Unmanned Underwater Vehicles (UUVs) including Remotely operated vehicles (ROVs)

*You* are insured for liabilities and related costs and expenses which would otherwise be excluded by Club Rules, Rule 28(6).

Any loss of, damage to, and cost of raising or removing of a UUV itself (or any part of it or any equipment on it), is excluded unless caused by a *Casualty*.

##### 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.

If *You* have no other war risks policy, then *Your* deductible for war risks P&I claims under this section is the deductible shown on *Your* Certificate of Insurance.

If *You* have purchased a war risks P&I policy from another

insurer, *Your* deductible shall be the amount *You* can recover under *Your* war risks P&I policy with another insurer.

There is no cover for war risks liabilities arising directly or indirectly from any of the following: chemical, biological, bio-chemical or electromagnetic weapon;

the use or operation, as a means of inflicting harm, of any computer virus except that this exclusion shall not operate to exclude losses (which would otherwise be covered under the terms of this cover) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

or requisition for title or use

*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. No claims are payable arising out of such outbreak of war.

### What is not covered

This package of 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.
2. Waste incineration or waste disposal operations.
3. Liabilities and expenses that arise out of or during drilling or production operations as described under Club Rules, Rule 28.2.
4. Liabilities arising where subsea operations are sub-contracted by *You* to another party, unless the terms of that subcontract are approved by Managers in advance in writing or are in identical terms to those upon which *You* are yourself contracted.

### 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.

**Casualty** for the purpose of this Specialist Offshore Package means a fortuitous incident caused by collision, stranding, explosion, fire or similar cause, but excludes any wreck caused by dereliction or neglect.

**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*.

**Co-assured** means a named person or entity who *We* cover in accordance with Club Rule 41 2 (c) and the terms and conditions of *Your* Certificate of Insurance.

**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.

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

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