

SPECIALIST OFFSHORE, RENEWABLES & CONSTRUCTION PACKAGE 2027

ENHANCED

SHIPOWNERS

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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. 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 indemnities and other contractual liabilities arising under the terms of a contract *You* have entered into relating to facilities or services provided to or in connection with *Your* vessel, including when *You* charter *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 the wreck of any of the following: *Your* vessel or parts of *Your vessel,* or of property or equipment lost from *Your* vessel.

This section does not respond to liabilities arising under contracts for towage, which require Extended Towage cover.

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 Marine Employers Liability Cover

Seafarers and other persons
You are insured for *Your* liability to seafarers, or other persons who ordinarily work on or from entered vessels for whom *You* have a responsibility, where they are working;

a) on board vessels which You do not own, providing such work is of a temporary nature.
b) on or from offshore structures, *for periods not exceeding 48 hours.*

We will also cover liability claims made against *You* as a result of the presence of these personnel aboard these vessels or structures, 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 representative to assist. This service is available worldwide, 24 hours a day and seven 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: dredging, blasting, pile-driving, well-intervention, cable or pipe laying, construction, installation, decommissioning and maintenance work, the deployment, operation and recovery of pneumatic barriers, core sampling and depositing of spoil. 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.

The exclusions under Rule 28.3 B and 28.3 C still apply, as listed below under 'What is not Covered'.

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).

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. *Your* War risks cover is subject to the notices *We* publish on *Our* website from time to time.

If *You* have no other war risks policy, that would respond to liabilities covered under this Package 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 seven days' notice of cancellation at any time. *We* publish these notices, and any notice reinstating cover on new terms, on *Our* website at: www.shipownersclub.com. Each notice applies from the date and time it states and stays in force until *We* replace or withdraw it. Publishing a notice on that page counts as giving it to *You*. Please check the page before *Your* vessel enters any area affected by conflict.

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.

6.0 Extended towage

You are covered for liabilities, costs and expenses arising out of towage by *Your* insured vessel of another vessel or object and loss of, damage to and wreck removal of the tow and any object or cargo or property on it, when the towage takes place under a written contract which is not approved under Club Rules, Rule 2 section 10C ii and D, or where there is no written contract.

Special condition regarding offshore drilling rigs
You are also insured for liabilities, costs and expenses arising out of towage by *Your* insured vessel of an *offshore drilling rig*, oil platform or other offshore structure, including loss of, damage to and wreck removal of the *offshore drilling rig* , oil platform or other offshore structure and any object or cargo or property on it, providing *You* are towing 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

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. Liabilities and expenses that arise out of or during drilling or production operations as described under Club Rules, Rule 28.2.
3. Claims under Section 3 above, in so far as liabilities and expenses arise as a result of;

- *Your* failure to perform specialist operations or the fitness for purpose and quality of *Your* work, products or services(Rule 28 3 B).
- Loss of or damage to or the removal of any *contract works* or any pollution arising therefrom (Rule 28 3 C).

4. Any liabilities whatsoever in respect of loss of or damage to, recovery or removal of any downhole equipment, drilling or coring equipment once deployed from or below the vessel, including any liabilities arising from such equipment being left in any location. Such equipment includes but is not limited to drill strings, coring equipment, cone penetration testing equipment and bottom hole assemblies.
5. Liability for the recovery or removal of sub-sea equipment including ROVs, UUVs etc. which would have been subject to salvage if properly insured, or which arise from dereliction or neglect, wear and tear, deterioration, mechanical or electrical breakdown or malfunction.
6. Liabilities arising from the operation of Autonomous Underwater Vehicles (AUV).
7. Liability for the removal, raising, marking or destruction of the wreck of *Your* vessel or parts of *Your* vessel arising from dereliction or neglect.
8. Waste incineration or waste disposal operations.
9. Liability for death or bodily injury of a professional or commercial diver for whose activities *You* are responsible, which arises from diving activities.
10. Loss of or damage to diving equipment, which *You* own or for which *You* have a responsibility under contract, or any liability from their use.
11. Liability arising from loss of or damage to or wreck removal of a vessel *You* are towing intended for scrap or break-up, or any vessel that is owned or demise chartered by *You*, or by one of *Your* affiliated companies or any cargo or property onboard such a towed vessel.
12. 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 on identical terms to those upon which *You* are yourself contracted.

Legal Costs Cover Extension

Subject to agreement by the Managers in Writing.

The following is relevant to *You*, to the extent only that *We* have agreed in writing that *You* have Legal Costs Cover, further to Club Rules Part 3, Rule 6 (1).

Notwithstanding Club Rule 6 (5), Legal Costs cover is not subject to the following specialist operations exclusions contained in the Club Rules: Rules 28 (3), 28 (4) and 28 (6).

All other limitations and exclusions, including all those within Parts 4, 5.6 and 8 of the Rules, continue to apply to Legal Costs Cover.

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*.

For the purposes of well intervention and the deployment of downhole equipment, Contract works includes the well, hole or reservoir in respect of which the vessel is engaged.

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

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).

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.

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

You or **your** means the persons or entity named as the Member/ Assured in the Certificate of Insurance.

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

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