



► **SPECIALIST OFFSHORE & CONSTRUCTION  
PACKAGE 2024**

CORE



**SHIPOWNERS**

# SPECIALIST OFFSHORE & CONSTRUCTION PACKAGE 2024

## CORE

### 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.

*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 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 which *You* do not own, 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 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, decommissioning and maintenance work, 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.

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. 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:
  - i. dredging, cable or pipe-laying, well intervention or the use of downhole equipment, or the use of drill strings or their components for any purpose.
  - ii. Your failure to perform specialist operations or the fitness for purpose and quality of Your work, products or services (Rule 28 3 B).
  - iii. Loss of or damage to or the removal of any *contract works* or any pollution arising therefrom (Rule 28 3 C).
4. 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.
5. Liability for the removal, raising, marking or destruction of the wreck of Your vessel or parts of Your vessel arising from dereliction or neglect.
6. Waste incineration or waste disposal operations. (Rule 28.5).
7. Liabilities arising where subsea operations are sub-contracted by You to another party, unless the terms of that subcontract are approved by the Managers in advance in writing or are in identical terms to those upon which You are yourself contracted.

## Legal Costs Cover

### 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 and 5 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 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 or entity named as the Assured in the Certificate of Insurance.

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



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