

# Amendments to Rules 2026

**Member Circular No. 16/2025**

**19 January 2026**

The following changes to Gard's

- Rules for P&I and Defence cover for ships and other floating structures ("Rules for Ships"),
- Rules for P&I and Defence cover for mobile offshore units ("Rules for MOUs"),
- Rules for P&I and Defence for Charterers and Traders ("Rules for Charterers"), and
- Additional Covers Terms and Conditions ("Terms and Conditions")

have been approved by the Boards of Directors of the relevant Gard group companies and will enter into force at noon GMT on 20 February 2026:

## **RULES FOR SHIPS – P&I ENTRIES**

### **Rule 4 – Duration of cover**

In order to align the wording in the various Gard policies and rules for shipowners, charterers, MOUs, and Terms and Condition, "*duration of cover*" has been replaced with "*period of cover*" in Rule 4. Corresponding changes are made to the heading of chapter 2 and the index. The amended Rule 4 reads as follows (amendments reflected by strike-through and underlining):

#### **"Rule 4 Duration Period of cover**

..."

### **Rule 50 – Damage to Member's own property**

The amendments to Rule 50 reflect existing practice and the interpretation currently set out in the Guidance to the Rules and do not constitute any material changes to the cover. The amended Rule 50 reads as follows (amendments reflected by strike-through and underlining):

#### **"Rule 50 Damage to Member's own property and cargo**

*Notwithstanding the terms of Rule 2.4.b:*

- a if the Ship causes damage to property, other than cargo, belonging wholly or in part to the Member, the Member shall be entitled to recover from the Association under Rules 36 (collision with other ships), 37 (damage to fixed or floating object), 39 (loss of or damage to property) or 40.b (liabilities for obstruction) the same amount as if the property had belonged to a third party; and*

*b in the event that any if cargo, belonging wholly or in part to the Member, is lost or damaged on board the Ship shall be the property of the Member, the Member shall be entitled to recover from the Association under Rule 34 (cargo liability) the same amount as would have been recoverable from the Member if the cargo had belonged to a third party and that third party had concluded a contract of carriage with the Member on terms incorporating the Hague-Visby Rules."*

## **Rule 55 – Terms of contract**

In order for the Rules for Ships to correspond with the Pooling Agreement, certain amendments have been made. Rule 34.1.iv has been omitted and a new paragraph added to Rule 55 since the exception applies to all types of liabilities.

Rule 34.1.iv is omitted and the following paragraphs v to xii renumbered accordingly (amendments reflected by strike-through and underlining):

### **“Rule 34 Cargo liability...**

*...iv liabilities, costs and expenses which would not have been incurred or borne by the Member but for its waiver or limitation of rights of recourse that would otherwise have been available under the contract of carriage in accordance with the Hague or Hague-Visby Rules and/or mandatorily applicable law. This applies notwithstanding and without prejudice to Rule 82.1.b;*

*v-iv liabilities, costs and expenses arising out of the discharge of cargo at a port or place other than that stipulated in the contract of carriage;... ...”*

The amended Rule 55 reads as follows (amendments reflected by underlining):

### **“Rule 55 Terms of Contract**

*The Association shall not cover under a P&I entry liabilities, losses, costs or expenses:...*

*...c which arise out of or in connection with contracts for carriage wholly or partly by sea to the extent such liabilities, losses, costs and expenses would not have been incurred or borne by the Member but for its waiver or limitation of, or failure to incorporate, rights of recourse that would have been available under a bill of lading contract which incorporated*

*i Article IV Rule 6 of the Hague or Hague-Visby Rules, or  
ii any equivalent provision under other applicable law,  
provided that such liabilities, losses, costs and expenses shall not be excluded losses if such rights of recourse are not available by reason of mandatorily applicable law, or unless the Association in its discretion shall otherwise decide.”*

## Rule 59 – Specialist operations

In order for Rule 59 in the Rules for Ships to correspond with the Pooling Agreement, it has been amended as follows (amendments reflected by strike-through and underlining):

### ***“Rule 59 Specialist operations”***

*The Association shall not cover under a P&I entry liabilities, losses, costs and expenses incurred by the Member during the course of performing dredging, blasting, pile-driving, well-intervention, cable or pipelaying, construction, installation or maintenance work, core sampling, mining, depositing of spoil, power generation, and decommissioning, and the deployment, operation and recovery of pneumatic barriers, to the extent that such liabilities, losses, costs and expenses arise as a consequence of:*

- a claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or*
- b the failure to perform such specialist operations by the Member or the fitness for purpose and or quality of the Member’s work, products or services, including any defect in the Member’s work, products or services; or...”*

## Rule 65 – Cases pertaining to the operation of the Ship

Rule 65.k has been amended so that tax and tariff disputes are excluded altogether. The amended Rule 65.k reads as follows (amendments reflected by underlining and strike-through):

### ***“Rule 65 Cases pertaining to the operation of the Ship”***

*The Association shall cover legal and other costs necessarily incurred in establishing or resisting claims concerning the following:... ...*

*k customs, harbour or other public or quasi-public authorities, but not legal and other costs incurred in connection with or relating to:*

*i taxes and/or tariffs or dues payable in countries where the Ship is registered, or where the Member is resident, or where the Member has a permanent place of business; or...”*

## Rule 83 – Exclusion of liability

The wording of Rule 83 has been amended, *inter alia*, by way of deleting the term "insurance distribution activities" as the term could create ambiguity in relation to the scope of the rule. The amended Rule 83 reads as follows (amendments reflected by underlining and strike-through):

### ***“Rule 83 Exclusion of liability”***

**1** *The Association and/or directors and employees of the Gard group shall not be liable for any negligence, errors and/or omissions whatsoever when performing any*

~~insurance distribution activities and which may be committed by the directors and/or employees of the Gard group and/or by external lawyers, advisers or other experts, in connection with their employment or engagement with or on behalf of the Gard group and/or engaged on behalf of the Member.~~

2..."

## Appendix 1 – Additional insurances

The wording of Appendix 1 of the Rules for Ships, which include the Excess War Risk P&I cover, has been updated. The intention has not been to make material amendments to the cover, but rather to clarify and make the wording more user-friendly and accessible. In addition, a material amendment has been introduced in Section 2.3, paragraph 2 and 3, of Appendix I, where the limit on the Russia, Ukraine and Belarus ("RUB") buyback cover has been increased with a further USD 25 million from USD 100 million to USD 125 million.

For a simplified overview of the changes to Appendix I, see the appendix attached [here](#). (amendments reflected by strike-through and underlining, but merely reordered text is not marked).

## RULES FOR MOUS – P&I ENTRIES

### MOU Rule 4 – Duration of cover

See comments to Rule 4 in the Rules for Ships. The amended MOU Rule 4 reads as follows (amendments reflected by strike-through and underlining):

#### ***"Rule 4 Duration Period of cover***

..."

### MOU Rule 44 – Cases pertaining to the operation of the Ship

See comments to Rule 65 in the Rules for Ships. The amended MOU Rule 44.i reads as follows (amendments reflected by strike-through and underlining):

#### ***"Rule 44 Cases pertaining to the operation of the Vessel***

*The Association shall cover legal and other costs necessarily incurred in establishing or resisting claims concerning the following; ... ...*

*i customs, harbour or other public or quasi-public authorities, but not taxes and/or tariffs, or dues payable in countries;*

*ii where the Vessel is registered; or*

*iii where the Member is resident; or*

*iv where the Member has a permanent place of business."*

## MOU Rule 63 – Exclusion of liability

See comments to Rule 83 in the Rules for Ships. The amended Rule 63 reads as follows (amendments reflected by strike-through and underlining):

### ***“Rule 63 Exclusion of liability”***

**1** *The Association and/or directors and employees of the Gard group shall not be liable for any negligence, errors and/or omissions whatsoever ~~when performing any insurance distribution activities and which may be committed by the directors and/or employees of the Gard group and/or by external lawyers, advisers or other experts, in connection with their employment or engagement with or on behalf of the Gard group and/or engaged on behalf of the Member.~~*

**2...**

## RULES FOR CHARTERERS – P&I ENTRIES

### Charterers Rule 26 – Damage to or Loss of the Ship

Charterers Rule 26 has been amended to simplify and increase the accuracy of the wording to better reflect the current practice and application of the Rule as well the intended scope. In addition to editorial changes to the structure and order of the paragraphs, a new paragraph 2.a has been introduced to emphasise that cover will not be available for ordinary wear and tear. The amended Rule 26 will read as follows (amendments reflected by strike-through and underlining):

### ***“Rule 26 Damage to or Loss of the Ship”***

**1** *The Insurer shall cover:*

- a** *~~liability, costs and expenses arising as a consequence of the to the owners for the physical loss of or damage to any part or loss of the Ship or any equipment, containers, lashings, stores or fuels on board the Ship; and~~*
- b** *~~the Assured's obligation to pay hire or demurrage which the Assured is obligated to pay in respect of the Ship during the period in which the Assured is deprived of the full use of the Ship as a consequence of the event giving rise to the claim, arising from such physical damage or loss;~~*
- c** *costs and expenses reasonably and necessarily incurred by the Assured in relation to paragraph 1a above.*

**2** *The Insurer shall not cover: ~~liabilities, costs and expenses arising as a consequence of war risks as defined in Rule 39.2 (War Risks) unless the contract for the use of the Ship:~~*

- a** *~~entitles owners of the Ship to refuse to send the Ship to any port or place that is dangerous by reason of war risks; or~~*
- b** *~~contains a waiver of subrogation against the Assured or similar protection for the Assured.~~*

**3** *~~Notwithstanding the above, the Insurer shall not cover:~~*

- ~~a an Assured's liability for the loss of the Ship following confiscation of the Ship by any legally empowered court, tribunal or authority resulting from smuggling or the infringement of any customs laws or customs regulations unless the Assured shall have satisfied the Insurer that it took all such steps as appear to the Insurer in its absolute discretion to be reasonable to avoid the Event giving rise to the confiscation;~~
- a liability for losses, costs and expenses that are the normal consequence of the use of the Ship and its equipment;**
- b the economic value of the Assured's own bunkers consumed during the period in which the Assured is deprived of the full use of the Ship as a consequence of the event giving rise to the claim; or**
- c the Assured's loss of freight, hire or other income; arising as a consequence of the event giving rise to the claim.**
- d an Assured's liability for the loss of the Ship following confiscation of the Ship by any legally empowered court, tribunal or authority resulting from smuggling or the infringement of any customs laws or customs regulations unless the Assured shall have satisfied the Insurer that it took all such steps as appear to the Insurer in its absolute discretion to be reasonable to avoid the Event giving rise to the confiscation; or**
- e liabilities, costs and expenses arising from war risks as defined in Rule 39.2 (War Risks) unless the contract for the use of the Ship:**
  - i entitles owners of the Ship to refuse to send the Ship to any port or place that is dangerous by reason of war risks; or**
  - ii contains a waiver of subrogation against the Assured or similar protection for the Assured."**

### Charterers Rule 30 – TOWAGE

The carve outs of this exclusion are removed and cover for towage will only be available if the Assured has entered into a special agreement with the Insurer. The amended Charterers Rule 30 reads as follows (amendments reflected by strike-through and underlining):

#### **“Rule 30 Towage**

**1 The Insurer shall only cover liability, costs and expenses arising as a consequence of the towage of the Ship or towage of another vessel by the Ship, provided that:**

- a the cover is available under any other Rule; and**
- b the cover is not excluded by Rule 30.2 or 30.3.**

**2 Unless otherwise agreed, The Insurer shall not cover liabilities, losses, costs or expenses incurred under or pursuant to the terms of a contract entered into by the Assured for the towage of the Ship other than:**

- a a contract entered into for the purpose of entering or leaving port, or manoeuvring within the port, during the ordinary course of trading; or**
- b a contract entered into in the ordinary course of trading for the towage of such ships as are habitually towed from place to place; or**
- c a contract which has been approved in writing by the Insurer.**

**3...”**

## Charterers Rule 32 – Damage to or Loss of Property

In order to align the cover available to offshore clients with a P&I cover for Charterers with the cover available to offshore clients with a P&I cover for Owners, a provision materially corresponding to the exclusion in Rule 63.1.b in the Rules for Ships is proposed included in Charterers Rule 32. The exclusion is drafted so that it shall apply only to offshore charterer clients without affecting the cover available to other charterers clients. The amended Charterers Rule 32 reads as follows (amendments reflected by underlining):

### ***“Rule 32 Damage to or Loss of Property”***

- 1 The Insurer shall cover liability arising as a consequence of loss of or damage to property not referred to elsewhere in Part II of these Rules.*
- 2 If the Assured causes damage to its own property, other than its Own Cargo, the Assured shall be entitled to recover from the Insurer as if the property belonged to a third party.*
- 3 Notwithstanding the provisions of paragraph 1 and 2 above, the Insurer shall not cover loss of or damage to any containers, lashings, stores, fuel or other equipment on board the Ship, or liability for such loss of or damage, to the extent that the property in question is owned, leased, chartered or hired by an Assured operating the Ship in the offshore industry, including any Assured who has an endorsement to the Certificate of Entry for Comprehensive General Liability Cover for Offshore and Specialist Vessels. This exclusion shall not apply where and to the extent that such loss or damage forms part of a claim for expenses under Rule 38 (Measures to Avert or Minimise Loss).”*

## Charterers Rule 38 – Measures to Avert or Minimise Loss

Charterers Rule 38 is amended to better reflect the intended scope of the provision in the context of a charterer. The amended Charterers Rule 38 reads as follows (amendments reflected by strike-through and underlining):

### ***“Rule 38 Measures to Avert or Minimise Loss”***

*The Insurer shall cover:*

- a extraordinary costs and expenses reasonably incurred on or after the occurrence of a casualty or Event, including liability for such extraordinary costs and expenses incurred by a third party, for the purpose of avoiding or minimising any liability on the Insurer as determined by the Insurer in its absolute discretion other than:*
  - i costs and expenses arising from the failure of the Assured to act as a prudent uninsured;*
  - ii costs and expenses claimable in general average;*
  - iii costs and expenses relating to the Ship being overloaded or the Cargo being incorrectly stowed;*
  - iv costs and expenses resulting from measures that have been or could have been accomplished by the crew personnel employed by the Assured or by reasonable use of equipment owned and controlled by the Assured the Ship or its equipment; or*
  - v costs and expenses resulting from making the Ship seaworthy for receiving the Cargo.*

**b** losses, costs and expenses incurred at the direction of the Insurer."

### **Charterers Rule 43 – Disputes pertaining to the Employment of the Ship as a Charterer**

See comments to Rule 65 in the Rules for Ships. The amended Charterers Rule 43.j reads as follows (amendments reflected by strike-through and underlining):

**"Rule 43 Disputes Pertaining to the Employment of the Ship as a Charterer**

**i-The Insurer shall cover legal and other costs necessarily incurred in respect of disputes concerning the following:.... .**

**j customs, harbour or other public or quasi-public authorities, excluding:**

**i taxes and/or tariffs or dues payable in countries where the Assured is resident, or where the Assured has a permanent place of business;...”**

### **Charterers Rule 55 – Terms of contract**

See comments to Rule 55 in the Rules for Ships. Charterers Rule 24.2.e has been omitted and a new paragraph will be added to Charterers Rule 55 since the exception applies to all types of liabilities.

Charterers Rule 24.2.e has been omitted and the following paragraphs f to n updated accordingly (amendments reflected by strike-through and underlining):

**"Rule 24 Damage to or loss of the cargo...**

**...e liability, costs and expenses which would not have been incurred or borne by the Assured but for its waiver or limitation of rights of recourse that would otherwise have been available under the contract of carriage in accordance with the Hague or Hague Visby Rules and/or mandatorily applicable law. This applies notwithstanding and without prejudice to Rule 54 (Assured's conduct of claims);**

**f e liabilities, costs and expenses arising out of the discharge of Cargo at a port or place other than that stipulated in the contract of carriage;...”**

The amended Charterers Rule 55 reads as follows (amendments reflected by underlining):

**"Rule 55 Terms of Contract**

**The Insurer shall not cover liability, losses, costs or expenses:**

- a which would not have arisen but for the terms of a contract or indemnity unless the terms have been approved in writing by the Insurer or are on materially unamended standard industry forms.;**
- b which arise out of or in connection with contracts for carriage wholly or partly by sea to the extent such liabilities, losses, costs and expenses would not have been incurred or borne by the Assured but for its waiver or limitation of, or failure to**

incorporate, rights of recourse that would have been available under a bill of lading contract which incorporated  
i Article IV Rule 6 of the Hague or Hague Visby Rules, or  
ii any equivalent provision under other applicable law,  
provided that such liabilities, losses, costs and expenses shall not be excluded  
losses if such rights of recourse are not available by reason of mandatorily  
applicable law.”

### **Charterers Rule 61 – Specialist Operations**

See comments to Rule 59 in the Rules for Ships. The amended Charterers Rule 61 reads as follows (amendments reflected by strike-through and underlining):

#### ***“Rule 61 Specialist operations***

*The Insurer shall not cover liabilities, losses, costs and expenses incurred by the Assured during the course of performing dredging, blasting, pile-driving, well-intervention, cable or pipelaying, construction, installation or maintenance work, core sampling, mining, depositing of spoil, power generation, and decommissioning, and the deployment, operation and recovery of pneumatic barriers, to the extent that such liabilities, losses, costs and expenses arise as a consequence of:*

*a claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations;*

*b the failure to perform such specialist operations by the Assured or the fitness for purpose and/or quality of the Assured’s work, products or services, including any defect in the Assured’s work, products or services; or...”*

### **Charterers Rule 74 – Exclusion of liability**

See comments to Rule 83 in the Rules for Ships. The amended Charterers Rule 74 reads as follows (amendments reflected by strike-through and underlining):

#### ***“Rule 74 Exclusion of liability***

*1 The Insurer and/or directors and employees of the Gard group are not liable for any negligence, errors and/or omissions whatsoever when performing any insurance distribution activities and which may be committed by the directors and/or employees of the Gard group and/or by external lawyers, advisers or other experts, in connection with their employment or engagement with or on behalf of the Gard group and/or engaged on behalf of the Assured.*

*2...”*

## TERMS AND CONDITIONS

### Section 4 – Period of Insurance

In Section 4 “*period of insurance*” has been replaced with “*period of cover*”. Corresponding changes has been made throughout the Terms and Conditions. See comments to Rule 4 in the Rules for Ships. The amended Section 4 reads as follows (amendments reflected by strike-through and underlining):

**“Section 4 Period of insurance cover”**

...

### Section 17 D – Tour Operator Passenger Liability Cover

The exclusion relating to the Tour Op cover in Additional Covers Section 17.D.5 is amended to clarify the wording in accordance with the intended scope of the cover and prior claims practice. The amended Section 17.D.5 reads as follows (amendments reflected by underlining):

**“...5 Special exclusions”**

Notwithstanding the above, the Insurer shall not cover *liabilities, losses, costs or expenses incurred by the Assured*:

- i *in respect of ticket refunds/reductions, substitute travels or cruises, future ticket or cruise discounts or any similar means of restitution; or*
- ii *arising as a result of delay in the commencement of the sea voyage due to the Ship being delayed at or from a repair yard where it has undertaken maintenance.”*

### Section 44 – Exclusion of liability

See comments to Rule 83 in the Rules for Ships. The amended Section 44 reads as follows (amendments reflected by strike-through and underlining):

**“Section 44 Exclusion of liability”**

- 1 *The Insurer and/or directors and employees of the Gard group shall not be liable for any negligence, errors and/or omissions whatsoever when performing any insurance distribution activities and which may be committed by the directors and/or employees of the Gard group, and/or by external lawyers, advisers or other experts, in connection with their employment or engagement with or on behalf of the Gard group and/or engaged on behalf of the Assured.*

2...

Updated Rules for Ships, Rules for MOUs and Rules for Charterers will be published on [www.gard.no](http://www.gard.no) prior to the renewal date of 20 February 2026.

If you have any questions, please contact [Tore Svinøy](#) and Oskar Otterstrøm [Oskar Otterstrøm](#), Gard, Arendal.

Yours faithfully,  
**GARD AS**

A handwritten signature in blue ink that reads "Rolf Thore Roppestad".

Rolf Thore Roppestad  
Chief Executive Officer