

# APPENDIX A

## AMENDMENTS TO THE RULES OF THE UNITED KINGDOM MUTUAL STEAM SHIP ASSURANCE ASSOCIATION LIMITED

To be considered at a Special General Meeting of the Members of The United Kingdom Mutual Steam Ship Assurance Association Limited, to be held in London on 17th January 2023.

<p><b>AMENDMENTS TO THE RULES</b></p> <p><b>The Rules 2023 – various</b></p> <p><i>Amend the Rules by deleting references to the “Association” and replacing them with references to the “Club”.</i></p>	<p><b>EXPLANATORY NOTES</b></p> <p><b>The Rules 2023 – various</b></p> <p><i>Taking into account modern parlance and common usage, this amendment will update the Rules by using the word “Club” instead of “Association”.</i></p>
<p><b>Rule 2 Section 13 – Liability arising out of towage of or by an entered ship</b></p> <p><i>Amend Rule 2 Section 13 by deletion of the words indicated and by addition of words in bold type below:</i></p> <p>...</p> <p><b>B</b> Towage of an entered ship other than customary towage            Liability arising out of, or under the terms of a contract for towage of an entered ship other than the customary towage covered under paragraph (A) of this Section but only if and to the extent that cover for such liability has been agreed with the Managers upon such terms as the Managers may require, <b>provided always that such liability is not insured under the hull insurance of the entered ship.</b></p> <p>Note: For the purpose of this paragraph B, the Managers will approve contracts for towage of an entered ship on terms not less favourable to the entered ship than:</p> <ul style="list-style-type: none"> <li>i. The Lloyds standard form of salvage agreement (1980, 1990, 1995, 2000, 2011 or 2020, whether or not incorporating SCOPIC), or</li> <li>ii. a contract that contains a term that the parties to the towage contract, and any parties on whose behalf they contract, shall be responsible for any loss of or damage to or wreck removal of their own ship, cargo or property <del>and for loss of life or personal injury thereon</del>, without recourse against the other and will indemnify the other against any such liability.</li> </ul> <p><b>C</b> Towage by an entered ship            Liability arising out of the towage of another ship or object by an entered ship</p> <p><b>PROVIDED ALWAYS</b> that:            There shall be no recovery by an Owner for loss of or damage to or wreck removal of a ship or other object towed by the entered ship or the cargo or other property on such tow (together with costs and expenses associated therewith) save in so far as:</p>	<p><b>Rule 2 Section 13 – Liability arising out of towage of or by an entered ship</b></p> <p><i>The proposed amendments bring the Club Rules in line with two IG revisions to the Pooling Agreement for 2023 to reflect present commercial practice. One is to include reference to the Supplytime form among acceptable contracts for towage by an entered ship. The other is to remove, from the description of knock-for-knock arrangements, references to loss of life and personal injury on the relevant party’s ship.</i></p> <p><i>Additional wording is also added to Section B to clarify that there is no recovery to the extent such risks are insured under a hull policy.</i></p>

- i) the towage or attempt thereat is made for the purpose of saving or attempting to save life or property at sea, or
- ii) the entered ship is towing under a contract approved in writing by the Managers or on such terms as the Managers may require.

Note: The Managers will ordinarily only approve contracts for towage by an entered ship in terms not less favourable to the towing ship than:

- a) United Kingdom, Netherlands and Scandinavian standard towage conditions;
- b) Towcon and Towhire
- c) The Lloyds standard form of salvage agreement (1980, 1990, 1995, 2000, 2011 or 2020, whether or not incorporating SCOPIC) –no-cure no pay;

**d) Supplytime**

- ⊕ **e) other acceptable contracts under which towage occurs** that contain a term that the parties to the towage contract, and any parties on whose behalf they contract, shall be responsible for any loss or damage to or wreck removal of their own ship, cargo or property ~~and for loss of life or personal injury thereon,~~ without recourse against the other and will indemnify the other against any such liability ~~(a “knock for knock” clause);~~
- ⊕ **f) other contracts** where (i) a term or terms of the contract complying with ~~⊕ e)~~ **e)** above is or is likely to be unlawful or unenforceable in whole or in part; and (ii) The contract does not impose on the Owner any liability to any person arising out of any act, neglect or default of the owner of the tow or any other person; and (iii) The contract limits the liability of the Owner under the contract or otherwise to the maximum extent possible by law.

⊕ **g) Supply Boat Charters**

If the entered ship is working under a time charter and there is no contract between the Owner and the owner of the tow, then liability for loss of or damage to or wreck removal of a towed object and/or property on board shall only be covered where the Managers have approved the charter in writing and the charter contains:

- (i) a clause in terms set out in ~~(⊕ e)~~ **e)** above covering the property of sub-contractors of the charterers as well as the property of the charterers themselves, or
- (ii) a separate clause requiring that all towage be carried out on terms no worse than as provided in ~~(⊕ e)~~ **e)** above; or
- (iii) it otherwise complies with the requirements of ~~(⊕ f)~~ **f)** above.

⊕ **h) In addition, when cargo is carried on board the towed vessel the Managers will expect that:**

- (i) a Himalaya clause or similar provision is incorporated in the towage or other contract under which the entered ship is hired to perform towage services, to protect the tug owner's own employees, servants and sub-contractors from being sued in tort by the hirer or charterer of the tug; and
- (ii) the towage or other contract under which the entered ship is hired to perform towage services should include a requirement that any other contract entered into by the hirer or charterer of the tug with any third party should contain a Himalaya clause, under which the tug is afforded the same defences as the hirer or charterer.

**Rule 2 Section 22 – Fines**

Amend Rule 2 Section 22 G by deletion of the words indicated and by addition of words in bold type below:

G Notwithstanding the terms of Rule 5(G)(i), the Members' Committee in its discretion may authorise the payment, in whole or in part, of an Owner's claim for loss of an entered ship following confiscation of the ship by any legally empowered court, tribunal or authority **resulting from smuggling or** by reason of the infringement of any customs law or customs regulation:

PROVIDED ALWAYS that:

- a) the amount recoverable from the ~~Association Club~~ shall under no circumstances exceed the market value of the ship without commitment at the date of the confiscation; **and**
- b) **the Owner has been permanently deprived of its interest in the entered ship; and**
- c) the Owner shall have satisfied the Members' Committee that it took such steps as appear to the Members' Committee to be reasonable to prevent the ~~infringement of the customs law or regulation event~~ giving rise to ~~the such~~ confiscation; **and**
- d) any amount claimed under this paragraph (G) of Section 22 shall be recoverable to such extent only as the Members' Committee in its discretion may determine without having to give any reasons for its decision.

**Rule 2 Section 22 – Fines**

The purpose of this amendment to Rule 2 Section 22G is to align the wording with that which will be used in an update to the Pooling Agreement from 20 February 2023.

**Rule 4 Special Cover for Specialist Operations, Passenger Ships, and TT Risks**

Create a new Section 4 of Rule 4 as shown in bold type below:

**Section 4  
Space Charterers and Consortium Extension**

An Owner may be insured against the liabilities, incurred as space charterer of a consortium vessel operating in a consortium pursuant to a consortium agreement identified in the Certificate of Entry/Endorsement, arising out of the carriage of cargo and excluding any physical damage to such a consortium vessel, its equipment or containers on board, but only where space is exchanged or shared on a reciprocal basis (i.e. the intention is that the space given and taken is broadly in balance). The cover afforded under this Rule 4 Section 3 is subject to Rule 5 B (v) and the terms and conditions of entry of the entered ship.

**Rule 4 Special Cover for Specialist Operations, Passenger Ships, and TT Risks**

The proposed amendment incorporates wording taken from the existing Space Charterers / Consortium Extension Cover Clause into a new section 4 within Rule 4.

The amendment will facilitate the process by which the Club can extend an Owner's cover to include its liabilities incurred as a space charterer of a Consortium Vessel operating under a consortium agreement.

**Rule 5B Limitation of the ~~Association's~~ Club's liability**

Insert new Rule 5B (v) with the addition of words in bold type below:

- v) **Space Charterers and Consortium Operators**  
The aggregate amount recoverable from the Club under this entry in respect of all claims arising out of any one event, or (for cargo claims) any one cargo voyage is limited:
  - a) in respect of all entered ships employed in the consortium to a maximum of US\$350 million,
  - b) where the Owner has ships entered in the Club and any other insurer which is a party to the Pooling Agreement, to that proportion of a maximum of US\$350 million as the claims incurred by the Club bear to the claims incurred by the Club and any such other insurers.

**Rule 5B Limitation of the Association's Club's liability**

The proposed amendment incorporates within Rule 5B the limitation provisions currently contained within the existing Space Charterers/Consortium Extension Cover Clause in Appendix I to the Rules.

PROVIDED ALWAYS that for any and all claims in respect of oil pollution, the aggregate amount recoverable by the Owner in respect of any one entered ship and any Consortium Vessel shall not exceed US\$1,000 million any one event, and shall be subject to provisos (a) and (b) of Rule 5(B)(ii) and to Rule 5(B)(iv).

**Rule 5 H – Exclusion of certain liabilities, costs and expenses of salvage ships, drilling ships, dredgers and others**

*Amend Rule 5 H iii. by addition of words in bold type below:*

Unless and to the extent that special cover shall have been agreed between the Owner and the Managers in accordance with the provisions of Rules 3 or 4, the ~~Association Club~~ shall not be liable for any claim relating to liabilities, costs and expenses incurred by the Owner of:

...

- iii. An entered ship which is used for operations of dredging, blasting, pile-driving, well-intervention, cable or pipe laying, construction, installation, maintenance work, core sampling, depositing of spoil, **mining**, power generation, decommissioning or such other operations as the Managers may determine from time to time, when the claim arises 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 Owner or the fitness for purpose or quality of the Owner's work, products or services; or
  - (c) any loss of or damage to the contract work.

**Rule 5 Q Surveys of ships**

*Amend Rule 5 (Q) by deletion of the words indicated and by addition of words in bold type below:*

The Managers at any time in their discretion may appoint a surveyor or such other person as they may think fit to inspect an entered ship on behalf of the ~~Association Club~~. The Owner

- (i) shall afford such facilities as may be required for such inspection, and
- (ii) shall comply with such recommendations as the Managers may make following such inspection.

**In the light of the findings of such inspection or in the event of any breach of the obligations referred to in (i) and (ii) above, the Managers may in their discretion amend or vary or impose conditions of any kind on the terms of entry as they see fit including, without limitation, the exclusion of all and any risks specified in Rule 2 unless and until the Owner has to the satisfaction of the Managers complied with any recommendation made by the Managers within such time as may be prescribed.**

Unless and to the extent that the Members' Committee in its discretion otherwise decides, an Owner who commits any breach of its obligations referred to in (i) to (ii) above shall not be entitled, in relation to any casualty, event or matter occurring during the period of the breach, to any recovery from the ~~Association Club~~ in respect of any claim arising out of such casualty, event or matter.

**Rule 5 H – Exclusion of certain liabilities, costs and expenses of salvage ships, drilling ships, dredgers and others**

*The IG Clubs have agreed to amend the Pooling Agreement for 2023 to add "mining" to the list of excluded specialist activities.*

*It is proposed to amend the corresponding Club Rule accordingly.*

**Rule 5 Q Surveys of ships**

*The proposed Rule change will give the Managers the power to impose such terms and conditions on an entry as they think fit in order to deal commensurately with a breach by a Member of its obligations under the Rule to make a ship available for survey and to comply with recommendations.*

*Additional wording is added to clarify that it is in the discretion of the Members' Committee to terminate an entry if it so decides.*

Notwithstanding the above and in addition thereto, the Members' Committee **in its discretion** may, in the light of such inspection or in the event of any breach of the obligations referred to in (i) to (ii) above, terminate the Owner's entry forthwith where-upon the Owner shall cease to be insured in respect of the entered ship.

...

#### **Rule 5 U Certificates and undertakings**

*Amend Rule 5 U by deletion of the words indicated and by addition of words in bold type below:*

- A** Unless and to the extent that the Directors otherwise decide, the ~~Association Club~~ shall discharge on behalf of the Owner liabilities, costs, expenses arising under a demand made pursuant to the issue by the ~~Association Club~~ on behalf of the Owner of
- a) a guarantee or other undertaking given by the ~~Association Club~~ to the Federal Maritime Commission under Section 2 of US Public Law 89-777, or
  - b) a certificate issued by the ~~Association Club~~ in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 or 1992 or any amendments thereof, or
  - c) an undertaking given by the ~~Association Club~~ to the International Oil Compensation Fund 1992 in connection with the Small Tanker Oil Pollution Indemnification Agreement (STOPIA), or except where such liabilities, costs or expenses arise from or are caused by an act of terrorism, the Tanker Oil Pollution Indemnification Agreement (TOPIA), or
  - d) a certificate issued by the ~~Association Club~~ in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001
  - e) a non-war certificate issued by the ~~Association Club~~ in compliance with either Article IV bis of the Athens Convention relating to Carriage of Passengers and their Luggage by Sea, 2002 and Guidelines for its implementation or Regulation (EC) No 392/2009 of the European Parliament and of the Council which gives effect thereto.
  - f) a certificate issued by the ~~Association Club~~ in compliance with Article 12 of Nairobi International Convention on the Removal of Wrecks, 2007.
  - g) Subject always to the MLC Extension Clause 2016, certificates issued by the ~~Association Club~~ in compliance with Regulation 4.2, Standard A4.2, paragraph 1(b) and Regulation 2.5.2, Standard A2.5.2 of the Maritime Labour Convention 2006, as amended (MLC 2006).

Note: the terms of the MLC Extension Clause 2016 are to be found in Appendix I to the Rule book.

PROVIDED ALWAYS THAT:

- i. The Owner shall indemnify the ~~Association Club~~ to the extent that any payment under any such guarantee, undertaking or certificate in discharge of the said liabilities, costs and expenses is or would have been recoverable in whole or in part under a standard P&I war risk policy had the Owner entered into such policy and complied with the terms and conditions thereof, and
- ii. The Owner agrees that:
  - a) any payment by the ~~Association Club~~ under any such guarantee, undertaking or certificate in discharge of the said liabilities, costs and expenses shall, to the extent of any amount recovered under

#### **Rule 5 U Certificates and undertakings**

*The proposed amendment will allow the Managers, where necessary, to prioritise the payment of direct liabilities arising under international convention certificates or other bail or security, over payment of other claims arising from the same incident.*

*The purpose of the amendment is to mitigate the risk of the Club (in a major casualty) having to make payments which in the aggregate exceed the available limit of cover.*

*The amendment follows an agreed recommendation of the International Group.*

any policy of insurance or extension to the cover provided by the ~~Association Club~~, be by way of loan; and

- b) there shall be assigned to the ~~Association Club~~ to the extent and on the terms that it determines in its discretion to be practicable all the rights of the Insured Owner under any other insurance and against any third party.

For the purpose of this Rule 5 (U), the Members' Committee shall have the sole discretion to determine what constitutes a standard war risk policy.

**B Where:**

- a) **the Club has issued any guarantee, undertaking or certificate as referred to in this Rule 5 (U), or other bail or security by which it undertakes to directly meet or guarantee any relevant liabilities, (together the "Direct Liabilities"); and**

- b) **claims in respect of Direct Liabilities alone or in combination with other claims may in the sole opinion of the Managers exceed any limit(s) on the cover provided by the Club as set out in the Rules or in the Certificate of Entry;**

**the Managers may in their absolute discretion defer payment of any such other claims or any part thereof until the Direct Liabilities, or such parts of the Direct Liabilities as the Managers may in their absolute discretion decide, have been discharged**

**To the extent that any claims or liabilities (including any Direct Liabilities) discharged by the Club exceed the said limit(s) any payment by the Club in respect thereof shall be by way of loan and the Owner shall indemnify the Club promptly upon demand in respect of such payment and shall assign to the Club to the extent and on the terms that the Club determines in its discretion to be practicable all the rights of the Owner under any other insurance and against any third party.**

**Rule 5 V Sanctions**

*Amend Rule 5 V by deletion of the words indicated and by addition of words in bold type below:*

- i. The ~~Association Club~~ shall not indemnify an Owner against any liabilities, costs or expenses where the provision of cover, the payment of any claim or the provision of any benefit in respect of those liabilities, costs or expenses may expose the ~~Association Club~~ to the risk of any sanction, prohibition, restriction or adverse action by any competent authority or government.
- ii. The Owner shall in no circumstances be entitled to recover from the ~~Association Club~~ that part of any liabilities, costs or expenses which is not recovered by the ~~Association Club~~ from any party to the Pooling Agreement and/or from any reinsurer because of a shortfall in recovery from such party or reinsurer by reason of any sanction, prohibition or adverse action by a competent authority or government or the risk thereof if payment were to be made by such party or reinsurer. For the purposes of this paragraph, "shortfall" includes, but is not limited to, any failure or delay in recovery by the ~~Association Club~~ by reason of the said party or reinsurer delaying payment or making payment into a designated account in compliance with the requirements of any competent authority or government.
- iii. Notwithstanding, and without prejudice to, any other provisions of these Rules, the Directors may terminate **forthwith** the insurance of an Owner in respect of any and all ships entered by it where, in the opinion of the Directors, the Owner has exposed or will expose

**Rule 5 V Sanctions**

*The additional wording clarifies the Directors' ability to terminate an entry at short notice in the circumstances described in Rule 5V (iii).*

*A new sub-paragraph (iv) is added to provide an express power for the Club and Managers to respond to enquiries from third party government agencies in the context of investigations into alleged or suspected activity by Members in breach of sanctions.*

the ~~Association Club~~ to a material risk of being or becoming subject to a sanction, prohibition, restriction or other adverse action by any competent authority or government, which may materially affect the ~~Association Club~~.

- iv. **The Directors and the Managers may in their discretion and without notifying the Owner provide such co-operation and information as they consider necessary and appropriate to respond to any enquiry, investigation or proceedings conducted by any competent authority, regulator or government in relation to activities of the Owner which are alleged or reasonably suspected to be in breach of sanction laws.**

#### **Rule 27 Laid-up Returns**

*Amend Rule 27 by deletion of the words indicated and by addition of words in bold type below:*

Subject to any terms and conditions which may have been agreed, if an entered ship shall be laid-up without cargo on board in any safe port or place for a period of thirty or more consecutive days after finally mooring there, (such period being computed from the day of arrival to the day of departure, one only being excluded) the Owner shall be allowed a return of Calls payable in respect of such ship for the period of lay-up, calculated at such rate and after deduction of such allowance for reinsurance, administrative expenses and other outgoings as the Managers may from time to time determine, save that there shall be no laid-up returns in respect of Overspill Calls and any period during which the entered ship is undergoing repairs, **any works, refit or maintenance, other than routine maintenance required for the necessary safety and security of the ship.**

For the purposes of this Rule,

- a) the Managers shall have sole discretion in deciding whether the port or place involved is a safe port or place within the meaning of this Rule, and
- b) no claim for laid-up returns relating to any policy year shall be recoverable from the ~~Association Club~~ unless written notice thereof has been given to the ~~Association Club~~ within three months of the end of the policy year concerned.

#### **Rule 29 Cesser of Insurance and its Effects**

*Amend Rule 29 A by deletion of the words indicated and by addition of words in bold type below:*

A. An Owner shall forthwith cease to be insured by the ~~Association Club~~ in respect of any and all ships entered by it or on its behalf upon the happening of any of the following events:

...

- ii. Where the Owner is a corporation,
  - a) upon the passing of any resolution for its voluntary winding up (other than voluntary winding up for the purposes of company or group reorganisation),
  - b) upon an order being made for its compulsory winding up,
  - c) upon its dissolution,
  - d) upon a receiver or manager being appointed of all or part of its business or undertaking,
  - e) upon its commencing proceedings under any bankruptcy or insolvency laws to seek protection from its creditors or ~~to reorganise~~

#### **Rule 27 Laid-up Returns**

*The additional wording clarifies the extent of the exclusion of laid-up returns when the ship is "undergoing repairs".*

#### **Rule 29 Cesser of Insurance and its Effects**

*The purpose of the amendment is to capture a wider array of potential procedures and proceedings to which an Owner in financial difficulties may be subject.*

*As there is also a potential risk to the Club where a parent company of the Owner is in financial difficulty, additional wording is incorporated to protect the Club in such circumstances.*

~~its affairs.~~ reorganisation or rehabilitation pursuant to any applicable law, or if a creditor takes uncontested possession of any of its assets pursuant to any security interest therein.

For the purposes of this Rule 29 A ii, the Owner shall include any parent company of the Owner.

#### Rule 40 Disputes

Amend Rule 40 by deletion of the words indicated and by addition of words in bold type below:

C. If the Owner or such other person concerned in such difference or dispute does not accept the decision of the Directors it shall be referred to the arbitration in London of ~~two~~ **three** Arbitrators (one to be appointed by the ~~Association Club~~ and the other by such Owner or such other person), and ~~an Umpire to be the third by the two arbitrators so appointed by the Arbitrators,~~ and the submission to arbitration and all the proceedings therein shall be subject to the provisions of the English Arbitration Act, 1996, and any statutory modification or re-enactment thereof.

...

E. If any difference or dispute shall arise between an Owner or any other person and the Managers or their servants or agents (collectively the Managers' Group), out of or in connection with these Rules or any contract between the Owner and the ~~Association Club~~ or as to the rights or obligations of anyone of the Manager's Group or the Owner in any other way in connection therewith, such difference or dispute shall be referred to arbitration in London of ~~two~~ **three** Arbitrators (one to be appointed by the Manager's Group and the other by such Owner or other person) and ~~an Umpire to be the third by the two arbitrators so appointed by the Arbitrators,~~ and the submission to arbitration and all the proceedings therein shall be subject to the provisions of the English Arbitration Act, 1996, and any statutory modification or re-enactment thereof.

#### Rule 41 Notices

Amend Rule 41 by deletion of the words indicated and by addition of words in bold type below:

A. A notice or other document required under these Rules to be served on the ~~Association Club~~ may be served by sending it by courier or through the post in a prepaid letter or by ~~sending it by telegram, cable, radio telegraph, telex or facsimile transmission (fax)~~ **electronic transmission (email)** addressed to the ~~Association Club~~ at the ~~Association's Club's~~ registered office for the time being.

B. A notice or other document required under these Rules to be served on an Owner may be served by sending it by courier or through the post in a prepaid letter or by ~~sending it by telegram, cable, radio telegraph, telex, facsimile transmission (fax) or~~ electronic transmission (email) addressed to such Owner:

- i. at the address which shall have been expressly furnished by the Owner to the ~~Association Club~~ as the address at which notices from the ~~Association Club~~ may be served upon it, or,
- ii. if no such address shall have been furnished, at its address as appearing in the Register of Members, or,
- iii. if such Owner is not and was not a Member at the address which is its last known address to the knowledge of the Managers. In

#### Rule 40 Disputes

The proposed amendment, to allow the appointment of a third arbitrator instead of an umpire, will bring the Club into alignment with common arbitral practice and will ensure the participation of all three arbitrators in arbitration proceedings.

#### Rule 41 Notices

References to outdated forms of communication are removed from Rule 41.

Additional wording is also added to clarify the date of validity of notices issued under provision Rule 41 C.



the case of Joint Owners all such notices or other documents shall be served upon the Joint Owner whose address has been furnished in accordance with sub-paragraph (i) above, or, if no such address has been furnished, upon the senior of the Joint Owners and such service shall be sufficient service on all the Joint Owners. For this purpose seniority as between Joint Owners shall be determined by the order in which the names stand as Joint Owners in the Register of Members.

- C. Any such notice or other document if served by courier or by post shall be deemed to have been served on the day following the day on which the letter containing the same was handed to the courier or put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and handed to the courier or put into the post as a prepaid letter. Any such notice or other document if served by ~~telegram, cable, radio telegraph, telex, facsimile transmission (fax) or~~ electronic transmission (email) shall be deemed to have been served on the day on which it was ~~handed in to the telegraph, cable or radio telegraph office or, in the case of telex, facsimile transmission (fax) or electronic transmission (e-mail),~~ despatched, and in proving such service it shall be sufficient to prove that ~~such telegram, cable or radio telegraph was duly handed in or, in the case of telex, facsimile transmission (fax) or electronic transmission (e-mail)~~ **the notice or other document by such electronic transmissions (email) was duly despatched. Where any such notice is served on an Owner by one or more forms of communication, the earliest date such notice is proved or deemed to have been served shall be treated as the date of service for all purposes.**
- D. Any such notice or other document may be sent or supplied to an Owner by making it available on the ~~Association's~~ **Club's** website (www.ukpandi.com), and it is deemed served or delivered when the Owner is notified by electronic transmission (email) that it is available on such website.
- E. The successors of anyone who is or was at any time an Owner of an entered ship shall be bound by a notice or other document served as aforesaid if sent to the last such address of such Owner notwithstanding that the ~~Association~~ **Club** may have notice of the Owner's death, disability, lunacy, bankruptcy or liquidation.

#### Rule 44 Definitions

*Amend Rule 44 Definitions by the deletion of the words indicated and by addition of words in bold type below:*

<del>Association-</del>	<del>The United Kingdom Mutual Steam Ship Assurance Association Limited or UK P&amp;I Club N.V., as applicable.</del>
<del>Associations-</del>	<del>The United Kingdom Mutual Steam Ship Assurance Association Limited, UK P&amp;I Club N.V., and The United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited.</del>
<b>Club</b>	<b>The United Kingdom Mutual Steam Ship Assurance Association Limited, or UK P&amp;I Club N.V., as applicable.</b>
<b>Clubs</b>	<b>The United Kingdom Mutual Steam Ship Assurance Association Limited, or UK P&amp;I Club N.V., and The United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited.</b>

#### Rule 44 Definitions

*A logical amendment is made reflecting the change to the Rules in replacing references to the "Association" with the "Club".*

*In addition, definitions for "Consortium Agreement" and "Consortium Vessel" are adopted from the Pooling Agreement following the incorporation of the Space Charterers and Consortium Extension cover in the new Section 4 of Rule 4.*

<p><b>Consortium Agreement</b></p>	<p>Any arrangement which shall have been approved in writing by the Club under which an Owner agrees with other parties to the reciprocal exchange or sharing of cargo space on the entered ship and Consortium Vessels.</p>	
<p><b>Consortium Vessel</b></p>	<p>A vessel, feeder vessel or space thereon, not being the entered ship, employed to carry cargo under a Consortium Agreement.</p>	
<p><b>Appendix I: Clauses</b></p> <p><i>Delete the existing Space Charterers/Consortium Extension Cover Clause in Appendix I.</i></p> <p><i>A new clause will reference cover in accordance with Rules 4 and 5B(v).</i></p>		<p><b>Appendix I: Clauses</b></p> <p><i>The existing clause will be replaced, following the creation of the new Section 4 to Rule 4 and the new Rule 5B(v).</i></p>
<p><b>Appendix II: Offshore / Specialist Operations</b></p> <p><i>Incorporate the full additional covers relating to offshore specialist operations into Appendix II</i></p>		<p><b>Appendix II: Offshore / Specialist Operations</b></p> <p><i>The full wordings of the additional covers for offshore specialist operations will be reproduced in Appendix II to bring greater visibility and provide ease of reference.</i></p>