

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 16th January 2024.

AMENDMENTS TO THE RULES

EXPLANATORY NOTES

Rule 2 Section 17 – Cargo liabilities

Create a new sub-paragraph *vii.* to proviso c) of Rule 2 Section 17 as shown in bold type below:

c) Claims payable only at the discretion of the Members' Committee
 Unless and to the extent that the Members' Committee in its discretion otherwise decides there shall be no recovery from the Association in respect of liabilities, costs or expenses arising out of:

.....

vii. the Owner's agreement to waive or limit rights of recourse that would otherwise have been available to the Owner under the contract of carriage in accordance with Hague / Hague Visby Rules or mandatorily applicable law.

Rule 2 Section 17 – Cargo liabilities

The IG has agreed an amendment to the Pooling Agreement for 2024 which will exclude cover in circumstances where the Owner has agreed to waive or limit rights of recourse against third parties under a carriage contract subject to Hague/Hague Visby Rules or other mandatorily applicable law, to the extent that the liability arises from that agreement. Such a claim may only be pooled if the Club's Board had exercised its discretion favourably to cover it post-incident.

The proposed wording brings the Club Rule in line with the Pooling Agreement.

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

Amend Rule 5 H(vii) as indicated by the deletions, and the addition in bold type, shown below:

vii. An entered ship which is used as an accommodation vessel, when the claim is in respect of personnel (other than marine crew) ~~on board such ship~~ employed otherwise than by the Owner, where ~~either:~~
~~a) **such** vessel is providing accommodation to such personnel in relation to their employment on or about an oil or gas production or exploration facility; or,~~ **unless**
~~b) there has been a contractual allocation of risk on terms no less favourable to the Owner than Knock for Knock as between the Owner and the employer of the personnel which has been approved by the Managers.~~

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

The amended wording aligns the Club Rules with revisions to the Pooling Agreement for 2024. The existing exclusion of cover for liabilities in respect of non-marine personnel employed otherwise than by the Owner, on board a ship used as an accommodation vessel, is being extended to apply regardless of where the accident or injury occurs, unless a contractual allocation of risk has been approved by the Club, on terms no less favourable than Knock for Knock. Personal injury or death claims of any non-marine personnel would therefore be excluded if arising from an incident occurring on board the facility on which they are employed to work, as well as if arising from an incident on board the entered accommodation ship.

For more information

Members requiring further information should contact their usual contact at the Club.

AMENDMENTS TO THE RULES

EXPLANATORY NOTES

Rule 41 E - Notices

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

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 Club may have notice of the Owner's death, disability, lunacy, **mental impairment**, bankruptcy or liquidation.

Rule 41 E - Notices

The terminology is updated in line with modern usage.