

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 21st January 2025.

<p>AMENDMENTS TO THE RULES</p>	<p>EXPLANATORY NOTES</p>
<p>Rule 2: Risks Covered</p> <p><i>Create a new paragraph d) to proviso of Rule 2 as shown in bold type below:</i></p> <p>d) Where a casualty, event or matter gives rise to more than one claim recoverable by the Owner from the Club, those claims in the aggregate shall bear only the highest of the deductibles applicable to any of those claims. The Managers shall in their absolute discretion determine when any casualty, event or matter shall be deemed to have occurred and whether the liabilities, losses, costs or expenses giving rise to the claims covered under this insurance in whole or in part shall be deemed to have arisen out of one or more casualty, event or matter.</p>	<p>Rule 2: Risks Covered</p> <p><i>Additional wording clarifies the Club's policy on the application of deductibles where multiple claims have arisen out of the same incident and are subject to more than one deductible. In such circumstances, the Member's recovery shall be subject to the highest only of such deductibles.</i></p>
<p>Rule 2 Section 4 - Repatriation of crew post casualty</p> <p><i>Amend Rule 2 Section 4 by the format as indicated and by addition of the words in bold type below:</i></p> <p>A. Repatriation and substitute expenses which are not recoverable under Sections 2 and 3 of this Rule and which are incurred in sending abroad a substitute to replace a Seafarer of an Entered Ship who has been left ashore, or incurred under Statutory Obligation in repatriating any Seafarer of the Entered Ship:</p> <ul style="list-style-type: none"> i. in sending abroad a substitute to replace a Seafarer of an Entered Ship who has been left ashore, or ii. in consequence of the actual or constructive total loss of the Entered Ship or of a major casualty rendering the Entered Ship unseaworthy such that the Seafarers are no longer able to carry out their duties under their contracts of service or employment, or cannot be expected to carry them out in the specific circumstances; or iii. under Statutory Obligation in repatriating any Seafarer of the Entered Ship. <p>PROVIDED ALWAYS that:</p>	<p>Rule 2 Section 4 - Repatriation of crew post casualty</p> <p><i>The amended wording provides additional clarity on the coverage for repatriation of crew in cases where the entered ship suffers a casualty which renders it an actual or constructive total loss, or which causes the ship to become unseaworthy such that the crew can no longer carry out their duties under their contracts of service or employment.</i></p>

<p>This paragraph A of Section 4 does not cover expenses which arise out of or are the consequence of:</p> <ul style="list-style-type: none"> a) the expiry of a Seafarer's period of service on the Entered Ship either in accordance with the terms of a crew agreement or other contract of service or employment or by mutual consent of the parties to it; or b) breach by the Owner of any agreement or other contract of service or employment; or c) sale of the Ship; or d) any other act of the Owner in respect of the Entered Ship. <p>B. Repatriation and substitute expenses incurred in compliance with Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention, as amended (MLC 2006) or domestic legislation by a State Party implementing MLC 2006 unless costs are otherwise recoverable under Rule 2, Sections 2, 3 or 4A.</p> <p>C. Notwithstanding Rule 5A, where a Member has failed to discharge or pay the liabilities referred to in Section 4B above, the Club shall discharge or pay such claim on the Member's behalf directly to such Seafarer.</p>	
<p>Rule 5 - W. Paperless trading</p> <p><i>Create a new paragraph c) of Rule 5 W as shown in bold type below:</i></p> <p>W. Paperless trading</p> <p>There shall be no recovery from the Club in respect of liabilities, losses, costs and expenses arising from the use of any Electronic Trading System, other than an Electronic Trading System approved by the Club in writing, to the extent that such liabilities, losses, costs and expenses would not (save insofar as the Club in its sole discretion otherwise determines) have arisen under a paper trading system.</p> <p>For the purpose of this Rule 5W:</p> <p>(c) an electronic trading system shall be deemed approved, provided:</p> <ul style="list-style-type: none"> (i) it is a reliable system in accordance with the Electronic Trade Documents Act 2023 of the United Kingdom or UNCITRAL's Model Law on Electronic Transferable Records and the reliability of that system is evidenced by: <ul style="list-style-type: none"> (ia) an audit by an independent body; or (ib) a declaration by a supervisory, regulatory or accreditation body or applicable voluntary scheme; or (ic) applicable industry standards; and (ii) any electronic document generated thereunder, which performs the functions specified in paragraph (a) (i)-(iii), has the same effect under its applicable law as a paper document performing those functions. 	<p>Rule 5 - W. Paperless trading</p> <p><i>The IG has agreed an amendment to the Pooling Agreement for 2025 which will allow claims under paperless trading systems to be poolable without the IG's prior approval of the system, provided such claims arise under an e-bill governed by a law which recognises such bills and provided that the e-bill platform meets agreed reliability requirements.</i></p> <p><i>The proposed wording brings the corresponding Club Rule in line with the Pooling Agreement.</i></p>

References to “STOPIA” and “TOPIA”

Replace references to “STOPIA” and “TOPIA” in Section 12 of Rule 12 (Pollution) and Rule 5 U (Certificates and undertakings) with references to “STOPIA (as amended 2017)” and “TOPIA (as amended 2017)” respectively.

References to “STOPIA” and “TOPIA”

References to both “STOPIA” and “TOPIA” as amended 2017 are updated to reflect close alignment with the Pooling Agreement.