

## CLASS 5, THE PROTECTING AND INDEMNITY CLASS

NOTICE IS HEREBY GIVEN that a SEPARATE MEETING of the MEMBERS OF CLASS 5, THE PROTECTING AND INDEMNITY CLASS, of The London Steam-Ship Owners' Mutual Insurance Association Ltd ("the Association") will be held at the REGISTERED OFFICE of the Association, 50 LEMAN STREET, LONDON, E1 8HQ at 12 noon on WEDNESDAY, 29<sup>th</sup> JANUARY 2020, or as soon thereafter as the meeting of the Members' Committee called for that day is finished, for the purpose of amending the Rules.

The following amendments together with such further amendments, if any, as may be proposed at the Meeting, will be submitted for adoption with or without modification and with effect from noon G.M.T. on the 20th day of February 2020.

*[New wording is in bold. The explanatory notes in italics will not appear in the actual Rules.]*

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### RULE 17 – EXCLUSION OF CERTAIN SPECIALIST RISKS

**17.1** Unless previously agreed in writing by a special agreement between the Assured and the Association there shall be no recovery in respect of liabilities, costs and expenses:

...

**17.1.3** incurred by an Assured during the course of performing dredging, blasting, pile-driving, well intervention, cable or pipelaying, construction, installation or maintenance work, core sampling, depositing of spoil, power generation, **decommissioning** and such other operations as the Association may from time to time determine in writing to the extent that such liabilities, costs and expenses arise as a consequence of:

*[Explanation: The proposed change ensures consistency between the Rules and the Pooling Agreement.]*

...

**17.1.6** in respect of any of the following persons:

**17.1.6.1** personnel (other than marine crew) on board the entered Ship (being an accommodation Ship) employed otherwise than by the Assured ~~unless~~ **where either** (i) such Ship is moored or anchored ~~more than~~ **within** 500 metres from any oil or gas production or exploration facility; ~~and~~ **or** (ii) there has **not** been a contractual allocation of risks as between the

Assured and the employer of any such personnel which has been previously approved by the Association in writing;

***[Explanation: The proposed change ensures consistency between the Rules and the Pooling Agreement.]***

...

#### **RULE 43 – JURISDICTION AND LAW**

**43.1** These Rules and any contract of insurance entered into by the Association shall be governed by and construed in accordance with English law and shall be subject to the provisions of the Marine Insurance Act 1906 and, ~~upon its entry into force,~~ the Insurance Act 2015 and any statutory modifications thereof except insofar as such Acts or modification may have been excluded by these Rules or by any terms of such contracts.

***[Explanation: The proposed change reflects the fact that the Insurance Act 2015 has entered into force.]***

By Order of the Committee,  
A. BILBROUGH & CO. LTD.  
(Managers)

20 January 2020