

CLASS 8, THE FREIGHT, DEMURRAGE AND DEFENCE CLASS

NOTICE IS HEREBY GIVEN that a SEPARATE MEETING of the MEMBERS OF CLASS 8, THE FREIGHT, DEMURRAGE AND DEFENCE 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, 5 FEBRUARY 2025, 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 2025.

[New wording highlighted in bold & strikethrough. The explanatory notes in italics will not appear in the actual Rules.]

RULE 1 – INTRODUCTORY

1.1 In these Rules, unless the context requires otherwise:
(...)

In addition, in these Rules:	words importing the singular number only shall include the plural number and vice versa. words importing the masculine gender only shall include the feminine gender;
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[Explanation: The proposed amendment reflects the introduction of gender-neutral terminology in the Rules. This includes replacing current references to the Assured as "he", "him", "his" or "her" with expressions like "the Assured", "the Assured's", "its" or "their".]

RULE 11 – OTHER INSURANCES

11.1 ~~Subject to Rule 11.2, e~~Every entered Ship shall **throughout its period of entry be deemed to be** insured for P&I risks by entry in Class 5 of the Association ~~for protecting and indemnity risks) and, subject to Rule 11.2, shall be deemed to be insured throughout her period of entry by the usual form of Lloyds Policy with the Institute Time Clauses Hulls 1/10/83 attached and including Three-Fourths Collision Liability attached~~ **(unless the Association has agreed to cover four-fourths of such liability)**, or by other equally wide insurances (which may include excess liability policies), **and, where applicable**, for such value as the Members' Committee may in its sole discretion determine as representing at the relevant time her full market value, free of commitment.

[Explanation: The first proposed amendment reflects the possibility of an entered Ship being covered for P&I by one of the Club's fixed premium products or for FD&D on a standalone basis. The second amendment aligns the Rule with the proposed change to its Class 5 counterpart.]

RULE 35 – RELEASE CALLS

(...).

35.5 Whether or not any request shall have been made in accordance with Rule 35.4, and notwithstanding the acceptance or otherwise by the Assured pursuant to that Rule, upon or at any time after the termination of entry of any Ship, a Release Call in respect of any Supplementary Call in the relevant amounts chargeable in accordance with Rule 35.2 for all open Policy Years during which such Ship shall have been entered may be imposed by the Association upon any Assured who would otherwise be liable to pay any such Call. Debit notes for such Release Calls may be rendered without previous notice and shall be due and payable immediately.

35.5.1 PROVIDED that such debit notes (and the imposition of Release Calls thereby effected) shall, **for Assureds that are otherwise in good standing with the Association**, be cancelled if within 30 days from the date of the debited Release Call (unless otherwise agreed by the Association in writing) the Association shall have received a cash deposit or a bank guarantee which will pay on the written demand of the Association any future Supplementary Call in respect of the Ship concerned, for which the Assured shall remain liable in full. (...)

[Explanation: The proposed amendment aligns the Rule with the proposed change to its Class 5 equivalent.]

RULE 43 – JURISDICTION AND LAW

(...)

43.4 To the extent that the Assured may be entitled in any jurisdiction to benefit from any immunity to jurisdiction or execution (whether characterized as sovereign immunity, act of state or otherwise) for itself or any of its assets in respect of its obligations under this insurance, including any Sums Due, the Assured by entering into this insurance has agreed to waive such immunity to the fullest extent permitted by the laws of such jurisdiction.

[Explanation: The proposed amendment aligns the Rule with the proposed change to its Class 5 equivalent.]

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

22 January 2025

*If you have any questions about arrangements for the meeting please contact Genine Hubbarde (genine.hubbarde@londonpandi.com).