



The London P&I Club

All correspondence should be addressed to the Managers

A. Bilbrough & Co. Ltd

50 Leman Street London E1 8HQ

Telephone: +44 (0) 20 7772 8000

Facsimile: +44 (0) 20 7772 8200

E-mail: london@londonpandi.com

www.londonpandi.com

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, 31st JANUARY 2018, 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 2018.

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

RULE 9 RISKS COVERED

...

9.3 Injury and Death – Seamen:

9.3.1 Liability to pay damages or compensation for personal injury or death of any seaman of an entered Ship ~~who is on board or proceeding to or from the Ship~~, and hospital, medical, funeral and other expenses necessarily incurred in relation to such injury or death, including expenses of repatriating the seaman and sending abroad and/or awaiting a substitute to replace him,

9.3.1.1 PROVIDED that where the liability arises or the costs or expenses are incurred under the terms of a crewing agreement, collective agreement or other contract of service or employment and would not have arisen but for those terms, such liability is only covered to the extent that those terms shall have been previously approved by the Association in writing.

9.3.1.2 PROVIDED that, subject to Rule 9.3.1.1, where the liability arises or the costs or expenses are incurred while a seaman is on leave, the seaman shall be deemed to have been serving at the material time on the Ship on which he last served prior to his injury or death.

[Explanation: The proposed amendment clarifies the scope of the cover afforded to Members in respect of claims involving crew injury and death.]

9.4 Illness - Seamen:

9.4.1 Liability to pay damages or compensation for illness or industrial disease of a seaman of an entered Ship ~~who is on board or proceeding to or from that Ship~~, and hospital, medical, funeral and other expenses necessarily incurred in relation to such illness or industrial disease including expenses of repatriating the seaman and sending abroad and/or awaiting a substitute to replace him.

9.4.1.1 The PROVISOS in Rules 9.3.1.1 and 9.3.1.2 shall apply to recovery under Rule 9.4.
[Explanation: The proposed amendment clarifies the scope of the cover afforded to Members in respect of claims involving crew illness.]

...

9.12 Quarantine:

9.12.1 Additional expenses incurred by the Assured as a direct consequence of an outbreak of infectious disease on an entered Ship, including quarantine and disinfection expenses and the net loss to the Assured (over and above such expenses as would have been incurred but for such outbreak) in respect of bunkers, insurance, wages, stores, provisions and port charges-;

9.12.2 PROVIDED that, unless the Members' Committee in its sole discretion shall otherwise determine, in the case of an entered Ship, which is not already under contract, being ordered or chartered to proceed to a port where it is known or should be reasonably anticipated that such Ship will, as a result, be subject to quarantine there or elsewhere, there shall be no recovery of expenses arising at, or consequent upon the ship having been at such port.

[Explanation: The proposed amendment makes it clear that cover under the Rule is discretionary in situations where the Members agree to trade to a port in the knowledge that there is a likelihood that the call may result in the quarantine of the ship].

9.17 Indemnities and Contracts for other Services:

9.17.1 Liability for ~~loss of life, personal injury or illness, or for loss of or damage to property~~, arising under the terms of an indemnity or contract relating to facilities or services provided or to be provided to or in connection with an entered Ship, other than under Rule 9.16 and only to the extent that either:

9.17.1.1 the terms have previously been approved by the Association in writing, and subject to payment by the Assured of whatever increased Call or additional premium may be required by the Association; or

9.17.1.2 the Members' Committee in its sole discretion may determine that the Assured should be reimbursed.

9.17.2 The Proviso in Rule 9.2.3.3 shall apply to recovery under Rule 9.17.

[Explanation: The proposed amendment serves to better align this Rule with the Pooling Agreement.]

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

5 January 2018