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## General Meeting of the Members of Steamship Mutual Underwriting Association (Europe) Limited

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January 2024

### **To the Members**

Notice is hereby given that a General Meeting of the Members of Steamship Mutual Underwriting Association (Europe) Limited will be held on Friday, 16 February 2024 at Aquatical House, 39 Bell Lane, London, E1 7LU at 1.15pm GMT. This meeting is being convened for the purpose of considering and, if thought fit, passing the following resolution:

### **ORDINARY RESOLUTION**

THAT with effect from 12pm GMT on Tuesday, 20 February 2024 the amendments to the Rules of Class 1 (Protection and Indemnity) of the Association annexed hereto and marked "A" for identification be adopted.

### **Explanation Regarding Resolution**

Explanatory notes for the proposed changes are set out in the annex hereto marked "A".

By Order of the Board

**Cyproman Services Limited**, Secretary  
31 January 2024

N.B. A Member who is entitled to attend and vote at the above Meeting is entitled to appoint a proxy to attend, speak and vote in his or her place using the attached Proxy Form.

Club Circular: E.96

## A

### PROPOSED AMENDMENTS FOR 2024/25 TO THE RULES OF CLASS 1 PROTECTION AND INDEMNITY OF STEAMSHIP MUTUAL UNDERWRITING ASSOCIATION (EUROPE) LIMITED

In the table below, the proposed new wording is shown in **bold** and underlined and wording to be deleted is shown as ~~xxx~~. Explanatory notes in italics have been provided for the proposed changes.

Rule	Text	Comments
2	Definitions	
	Club	
	References in these Rules to the "Club" shall be treated as references to the Steamship Mutual Underwriting Association (Europe) Limited, save that references to the Club in Rule 47 <b><u>of Class 1 and Rule 23 of Class 2</u></b> shall be treated as references to the Steamship Mutual Underwriting Association (Europe) Limited, the Managers as defined below, Steamship Mutual Underwriting Association Limited, Steamship Mutual Underwriting Association (Bermuda) Limited, The Steamship Mutual Trust, and Steamship Mutual (Emergency) Limited, and in each case their respective branch offices and subsidiaries.	<i>The Class 2 rules incorporate their own Sanctions exclusion at Rule 23 which is on identical terms to Rule 47 of the Class 1 Rules. The purpose of this amendment is to clarify that the sanctions exclusion is intended to operate in the same way under both classes: where a sanction, prohibition or adverse action, or the risk thereof, arises in relation to an entity within the Steamship Group but not the insuring entity, the sanctions exclusions will apply nevertheless to the cover provided by the insuring entity. The specific reference to Rule 23 of Class 2 is intended to clarify that this is the position under Class 2 cover as well as Class 1.</i>
19	Hull Risks and Specialist Operations	
vii	Non-Marine Personnel	
	Liabilities, costs or expenses incurred by the Member in respect of any of the following:	
a	personnel (other than Seamen), <del>on board the Ship</del> employed otherwise than by the Member, where the Ship is providing accommodation to such personnel in relation to their employment <del>on or about</del> an oil or gas exploration or production facility, unless there has been a contractual allocation of liability agreed by the Managers.	<i>This rule, and the corresponding provision in the Pooling Agreement, have been the subject of several amendments over recent years. A further issue has arisen concerning their interpretation, in particular whether the expressions "on board" and "on or about" introduce an ambiguity as to the location of the non-marine personnel at the time of the claim. The Group Managers have concluded that this exclusion should apply regardless of where the accident or injury occurred, unless a contractual allocation of risk has been approved on Knock for Knock terms. The Pooling Agreement for the 2024/2025 policy year will include an amendment to implement this decision. This amendment is to align the Class 1 rules with the terms of the updated Pooling Agreement when it comes into effect.</i>
b	hotel and restaurant guests and other visitors and catering crew of the Ship when the Ship is moored (otherwise than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.	

25	Covered Risks	
xii	Quarantine Expenses	
	Expenses incurred by the Member in consequence of:	
a	an actual outbreak of infectious disease on board; and/or	
b	a quarantine or public health order applicable to	
	the Entered Ship, <del>in respect of:</del>	<i>This rule was amended last year to address issues arising out of the Covid pandemic, which highlighted several areas where the existing rule created uncertainties as to the scope of cover, and to set out more clearly the circumstances when cover would apply. The words "in respect of" appeared immediately after "b", and not on a separate line, as was intended, such that those words would apply to both "a" and "b". This amendment is to clarify that this is indeed the intention.</i>
	<b>in respect of:</b>	
	1. Disinfection	
	2. Additional fuel consumed	
	3. Stores and provisions	
	4. Port and agency charges	
	5. Cargo handling	
	6. Insurance	
	7. Shifting	
	8. Deviation expenses	
	but only in respect of each of (i) – (viii) to the extent that such expenses would not have been incurred but for the outbreak or quarantine or public health order and could not in the opinion of the Managers reasonably have been avoided; and	
	<i>Provided that:</i>	
	unless otherwise agreed by the Managers, at the time when the ship was ordered to the port either:	
	1. The ship was already contracted to call there; or	
	2. It was not in the opinion of the Managers reasonably to be anticipated that the ship, its cargo or its crew would be subject to a quarantine or public health order.	

## PROXY FORM

Before completing this form, please read the explanatory notes below.

The undersigned, a Member of **STEAMSHIP MUTUAL UNDERWRITING ASSOCIATION (EUROPE) LIMITED** (the “Company”) hereby appoints Rupert Harris\* or Graham Jones\* or .....  
(please insert name) (\*delete as appropriate) or failing him/her the Chair of the meeting as my proxy to attend, speak and vote for me on my behalf at a General Meeting of Steamship Mutual Underwriting Association (Europe) Limited to be held at Aquatical House, 39 Bell Lane, London E1 7LU, United Kingdom at 1.15pm GMT on Friday, 16 February 2024 and at any adjournment thereof.

Signed

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Date

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Name (please print)

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Company Name

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Address

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### Notes to the proxy form

1. As a member of the Company you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at a general meeting of the Company. You may appoint a proxy using the procedures set out in these notes.
2. To appoint a proxy using this form, the form must be: (i) completed and signed; (ii) sent or delivered to the Registered Office of the Company at Esperidon 5, 4<sup>th</sup> Floor, Strovolos, 2001, Nicosia, Cyprus; and (iii) received by the Company no later than 48 hours before the commencement of the meeting.
3. As an alternative to completing a hard-copy proxy form, you can appoint a proxy electronically by sending it by e-mail to [nicola.podmore@simsl.com](mailto:nicola.podmore@simsl.com). For an electronic proxy appointment to be valid, your appointment must be received by the Company no later than 48 hours before the commencement of the meeting.
4. Appointment of a proxy does not preclude you from attending the meeting and voting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated.
5. A proxy does not need to be a member of the Company but must attend the meeting to represent you.
6. You may direct your proxy how to vote on the resolutions proposed. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the meeting.
7. Any power of attorney or any other authority under which this proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.
8. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.