
General Meeting of the Members of Steamship Mutual Underwriting Association Limited

January 2025

To the Members

Notice is hereby given that a General Meeting of the Members of Steamship Mutual Underwriting Association Limited will be held on Thursday, 13 February 2025 at 155 Bishopsgate, Floor 6, London, EC2M 3TQ, at 1pm 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 12.00 noon GMT on Thursday, 20 February 2025 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

Arjun Thawani, Secretary
27 January 2025

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: L.455

A

AMENDMENTS FOR 2025/2026 TO THE RULES OF CLASS 1 PROTECTION AND INDEMNITY OF STEAMSHIP MUTUAL UNDERWRITING ASSOCIATION LIMITED / STEAMSHIP MUTUAL UNDERWRITING ASSOCIATION (EUROPE) LIMITED

Rule	Text	Comments
2	Definitions	
	Convention Limit	
	in respect of a ship, the limit of liability of the owner of that ship for claims (other than claims for loss of life or personal injury) at the Overspill Claim Date, calculated in accordance with Article 6 paragraph 1(b) (but applying 334 Units of Account to each ton up to 500 tons) of the International Convention on Limitation of Liability for Maritime Claims 1976 (the “Convention”) and converted from Special Drawing Rights into United States Dollars at the rate of exchange conclusively certified by the Club as being the rate prevailing on the Overspill Claim Date, provided that	<i>An amendment to bring the wording of the Class 1 Rules as they pertain to the calculation of Overspill Calls under Rule 39 in line with the wording of the Pooling Agreement.</i>
	(a) where a ship is entered for a proportion (the “relevant proportion”) of its tonnage only, the Convention Limit shall be the relevant proportion of the limit of liability calculated and converted as aforesaid, and	
	(b) each ship shall be deemed to be a seagoing ship to which the Convention applies, notwithstanding any provision in the Convention to the contrary;	
24		
iii	Electronic Trading Systems	
a	There shall be no recovery from the Club in respect of any liabilities, losses, costs and expenses arising from the use of any electronic trading system, other than an electronic trading system approved in writing by the Managers, to the extent that such liabilities, losses, costs and expenses would not (save insofar as the Directors in their absolute discretion otherwise determine) have arisen under a paper trading system.	
b	For the purposes of this Rule 24 iii,	
(i)	(i) an electronic trading system is any system which replaces or is intended to replace paper documents used for the sale of goods and/or their carriage by sea or partly by sea and other means of transport and which:	
(a)	are documents of title, or	
(b)	entitle the holder to delivery or possession of the goods referred to in such documents, or	
(c)	evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party; and	
(ii)	a “document” shall mean anything in which information of any description is recorded, including, but not limited to, computer or other electronically generated information.	

(c)	<u>an electronic trading system shall be deemed approved, provided:</u>	<i>Proposed change to reflect the amendment to be made in 2025 to the provisions in the Pooling Agreement relating to the electronic trading systems exclusion.</i>
(i)	<u>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:</u>	
(a)	<u>an audit by an independent body; or</u>	
(b)	<u>a declaration by a supervisory, regulatory or accreditation body or applicable voluntary scheme; or</u>	
(c)	<u>applicable industry standards; and</u>	
(ii)	<u>any electronic document generated thereunder, which performs the functions specified in paragraph b (i) (a) - (c), has the same effect under its applicable law as a paper document performing those functions.</u>	
25	Covered Risks	
	Categories of Persons	
iii	Those persons in the categories a–e below...	
c	Passengers	
	The following risks as set out in Rule 25 ii are covered in respect of these persons a damages or compensation for loss of life or personal injury or illness b medical or funeral expenses c repatriation f compensation following a casualty g deviation expenses h loss of baggage and effects	
	Provided always that:	
(i)	...	
(ii)	There shall be no recovery in respect of contractual liabilities, costs or expenses incurred by a Member <u>under a contract</u> in respect of a passenger whilst on an excursion from the entered ship if:	<i>Appendix V, paragraph 22(b) of the Pooling Agreement excludes liabilities “under a contract” either where a separate contract has been entered into for that excursion, including with the Insured Owner, or where the Insured Owner has waived rights of recourse against a sub-contractor he engages to provide that excursion. The current Rule is not entirely clear that the exclusion is intended to apply to liabilities arising under the separate excursion contract. The proposed amendment reflects the clearer provisions of the Pooling Agreement.</i>
(a)	A <u>That</u> separate contract has been <u>separately</u> entered into by the passenger for the excursion whether or not with the Member; and/or	
(b)	The Member has waived any or all of its rights of recourse against any sub-contractor or any third party in respect of the excursion.	
25	Towage	
ix		
a	...	
b	...	
c	...	
d	...	

	Note: The Managers will ordinarily only approve contracts for towage by an entered Ship pursuant to paragraph b (ii) above of this Rule 25 ix in terms not less favourable to the towing vessel than:	
	a United Kingdom, Netherlands and Scandinavian standard towage conditions;	
	b Towcon and Towhire	
	c The Lloyds standard form of salvage agreement (whether or not incorporating SCOPIC) – no-cure no pay	
	d Supplytime	
	e a contract that contains a term that the parties to the towage contract, and any parties on whose behalf they contract, shall be responsible for any loss or damage to or wreck removal of their own ship, cargo or property, without recourse against the other and will indemnify the other against any such liability (a “knock for knock” clause)	
	f other contracts where	
	(iii) A term or terms of the contract complying with d e above is or is likely to be unlawful or unenforceable in whole or in part; and	<i>Correction of a typographical error; the reference here should be to e, and not d.</i>
	(iii) The contract does not impose on the Member any liability to any person arising out of any act, neglect or default of the owner of the tow or any other person; and	
	(iii) The contract limits the liability of the Member under the contract or otherwise to the maximum extent possible by law.	
	...	
48	Dispute Resolution, Adjudication	
i		
a	In the event of any difference or dispute whatsoever, between or affecting a Member and the Club and concerning the insurance afforded by the Club under these Rules or any amounts due from the Club to the Member or the Member to the Club, such difference or dispute shall in the first instance be referred to adjudication by the Directors. That adjudication shall be on the basis of documents and written submissions alone and conducted in accordance with such procedures as the Managers decide from time to time in their absolute discretion.	
b	...	
ii	...	
a	...	
b	...	
iii	In the case of arbitration proceedings commenced in accordance with Rule 48 i b (ii) and 48 ii, unless the Managers otherwise agree in writing to the appointment of a sole arbitrator, the arbitration tribunal shall consist of three arbitrators, one to be appointed by each of the parties and the third by the two arbitrators so chosen. The arbitrators shall be Queen’s King’s Counsel currently in practice at the Commercial bar in London.	<i>An amendment related to the constitution of an arbitration tribunal, replacing a reference to “Queen’s Counsel” with “King’s Counsel”.</i>



PROXY FORM

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

The undersigned, a Member of **STEAMSHIP MUTUAL UNDERWRITING ASSOCIATION LIMITED** (the “**Company**”) hereby appoints Jonathan Andrews* 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 Limited to be held at 155 Bishopsgate, Floor 6, London, EC2M 3TQ United Kingdom at 1pm GMT on Thursday, 13 February 2025 and at any adjournment thereof.

Signed

Date

Name (please print)

Company Name

Address

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 155 Bishopsgate, Floor 6, London, EC2M 3TQ, United Kingdom; 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 email to nicola.podmore@simsi.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.