

20 December 2017

**To all Members of Class 3  
Protection and Indemnity**

NOTICE IS HEREBY GIVEN that a Separate General Meeting of the Members of Class 3 – Protection and Indemnity, of the Association will be held at Regis House, 45 King William Street, London EC4R 9AN, on Tuesday, 16 January 2018 at 2.00 p.m. for the purpose of considering and, if thought fit, passing the following ORDINARY RESOLUTION:

"That, the Rules of Class 3, Protection and Indemnity of the Association (the "Class 3 Rules"), be amended with effect from noon GMT on 20 February 2018 in accordance with those set out in the Annexure" .

The Annexure is attached to this Notice.

By order of the Board.

J A Young  
Secretary

Note: A Member of Class 3 – Protection and Indemnity entitled to attend and vote may appoint a proxy to attend and vote in their stead. Such proxy must be a Member of the Association or the duly authorised representative of a body corporate which is a Member.

## **Annexure**

The proposed amendments are set out below with additional wording underlined. The words ~~struck through~~ are to be removed from the text of the existing Rules.

### **Rule 19**

Rule 19 (4) as follows:

#### **Liabilities in respect of illness or injury or death of third parties as follows:**

(ii) the Member shall take all appropriate steps permitted by law to recover such liabilities, costs and expenses from any other person or insurer concerned with such third party; and

~~(ii)~~ (iii) there shall be no recovery under this Rule 19(4):

- (a) unless the Managers have (except in the case of a relative of a Seaman) approved of the presence of the third party to travel on board the Entered Ship and the terms and conditions on which he is carried and the Member had paid or agreed to pay such additional Call or premium as may be required by the Association.
- (b) in respect or personnel (other than those employed for marine purposes) on board the Entered Ship (being an accommodation Ship) employed by someone other than the Member unless there has been a contractual allocation of risks as between the Member and the employer of the said personnel which has been approved by the Association (See Rule 19(15)); or
- (c) in respect of hotel, restaurant, bar or other guests or visitors on board the Entered Ship when moored (other than on a temporary basis) and open to the public as a hotel, restaurant, bar or other place of entertainment.

**Amend Rule 19(6) as follows:**

**Diversion Expenses**

The cost to a Member in respect of diversion expenses in circumstances which could entitle the Member to recover under Rule 19(1), Rule 19(2), Rule 19(3), Rule 19(4) (notwithstanding proviso (i) to that Rule) or Rule 19(5), but confined to the net loss to the Member (over and above the expenses that would have been incurred but for the diversion or delay) in respect of port charges, bunkers, insurance, Seamen's wages, stores and provisions necessarily incurred as a result of the diversion, while securing medical attention for sick or injured persons on board the ship, or while awaiting a substitute, or for the purpose of attempting to save life at sea.

**Rule 21**

**Amend Rule 21(8) as follows:**

**Specialist Operations**

~~Used for specialist operations including but not limited to dredging, blasting, pile-driving, well stimulation, cable or pipe-laying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spill response or professional oil spill response training or tank cleaning where the claim arises out of or is incurred during those operations.~~

Used for specialist operations including but not limited to dredging, blasting, pile-driving, well-intervention, cable or pipe-laying, construction, installation or maintenance work, core sampling, depositing of spoil, and power generation, where the claim arises out of or is incurred during those operations.

### **Rule 33**

**Amend** Rule 33(2) as follows:

#### **Failure of Individual**

If, being an individual, he shall die, ~~is found lunatic~~ or becomes of unsound mind, or otherwise mentally unfit, becomes bankrupt or makes any arrangement or composition with his creditors generally.