



JANUARY 16, 2024

CIRCULAR NO. 01/24

TO MEMBERS OF THE ASSOCIATION

Dear Member:

CHANGES TO THE RULES OF THE ASSOCIATION FOR THE 2024 POLICY YEAR

Please note that your Board of Directors has approved the following changes to the Club's Rules to take effect from February 20, 2024.

Amendments/additions to the Association's Rules are shown below **in blue** with deletions in red and struck through, ex. ~~deleted~~.

Class I, Rule 1, Section 2 – Interpretation

CO-ASSURED:

Any person who is insured in accordance with the terms of Rule 1.3.**13** to 1.3.**18**.

HULL INSURANCE(S)/HULL POLICY(IES):

Insurance in respect of the insured vessel's hull and machinery, increased value, excess liability **and war risks**.

OVERSPILL CALL:

Has the meaning ascribed to in it Rule 4.**17**.

OVERSPILL CLAIM:

Has the meaning ascribed to in it Rule 4.**17**.

OVERSPILL CLAIM DATE:

Has the meaning ascribed to in it Rule 4.**17**.

Class I, Rule 2, Section 8 – Cargo

PROVIDED always that:

a. Standard Terms of Carriage

Unless and to the extent that the Directors in their discretion otherwise decide, or special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of liabilities which would not have been incurred or sums which would not have been payable by the Member if the cargo (including cargo on deck) had been carried on terms no less favorable to

the Member than the Hague Visby Rules or the U.S. Carriage of Goods by Sea Act and/or such other rules and/or conventions as the Directors may from time to time determine, **provided that:**

(new items “i, ii, a and b”)

- i. such liabilities, costs and expenses shall not be Excluded Losses if the relevant terms of the contract of carriage were of mandatory application;**
- ii. such liabilities, costs and expenses shall be Excluded Losses to the extent that they would not have been incurred or borne by the Insured Owner but for its waiver or limitation of rights of recourse that would otherwise have been available under the contract of carriage in accordance with**
 - a. the Hague or Hague Visby Rules, and/or**
 - b. mandatorily applicable law;**

Class I, Rule 3, Section 2 – Losses Excluded

Towage of an Insured Vessel

7. Liabilities, costs and expenses incurred under or pursuant to the terms of a contract for the towage of an insured vessel other than
 - iv a contract incorporating a term to the effect that the Member and the owner of the towing vessel shall each be responsible for any loss or damage to his own vessel, ~~and for loss of life or personal injury on his own vessel,~~ without any recourse whatsoever against the other.

Specialist Operations

9. Any liabilities, costs and expenses incurred by the Member during the course of performing dredging, **mining**, blasting, pile-driving, well-intervention, cable or pipe-laying, construction, installation or maintenance work, core sampling, depositing of spoil, power generation to the extent that such liabilities, costs and expenses arise as a consequence of:

Non-Marine Personnel

16. Liabilities, costs and expenses incurred by a Member in respect of any of the following:
 - a. personnel (other than seamen), ~~on board the insured vessel (being an accommodation vessel)~~ **employed otherwise than by the Member, where the insured vessel is providing accommodation to such personnel in**

relation to their employment on an oil or gas production or exploration facility, unless a contractual allocation of such risk has been approved by the Association;

~~i — such insured vessel is moored or anchored more than 500 meters from any oil or gas production or exploration facility~~

~~and~~

~~ii — there has been a contractual allocation of risks as between the Member and the employer of the personnel which has been approved by the Managers in writing;~~

Class I, Rule 5, Section 1

(new item “h”)

- h. the vessel being employed or being permitted to be employed by the Member in any activity whatsoever that may expose the Association or its Managers to the risk of violating, or to being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any State, international or supranational organization or competent authority or upon the Member and/or any vessel or vessels entered by them or on their behalf being designated by any State, international or supranational organization or competent authority. Notwithstanding that the happening of such event may not have increased the risk of any loss which may have occurred. For the purpose of this Rule, ‘designated’ means listed and subject to asset blocking or freezing such that persons are prohibited from dealing with them.**

It is hoped that the foregoing changes are clear, but if any Member requires any further explanation or comment, the Managers will be happy to respond.

Yours faithfully,



Dorothea Ioannou, CEO
Shipowners Claims Bureau, Inc., Managers for
THE AMERICAN CLUB