
**THE
STRIKE
CLUB**

**THE SHIPOWNERS' MUTUAL STRIKE INSURANCE
ASSOCIATION (BERMUDA) LTD**

**THE SHIPOWNERS' MUTUAL STRIKE INSURANCE
ASSOCIATION EUROPE**

**THE SHIPOWNERS' MUTUAL STRIKE INSURANCE
ASSOCIATION (BERMUDA) LTD**

**THE SHIPOWNERS' MUTUAL STRIKE INSURANCE
ASSOCIATION EUROPE**

**R U L E S
2012 - 2013**

THE SHIPOWNERS' MUTUAL STRIKE
INSURANCE ASSOCIATION (BERMUDA) LTD

Crawford House,
50 Cedar Avenue,
P O Box HM 1732
Hamilton HM12
Bermuda

THE SHIPOWNERS' MUTUAL STRIKE
INSURANCE ASSOCIATION EUROPE

74, rue de Merl,
L-2146 Luxembourg
Postal address:
BP 2217
L-1022 Luxembourg

Registered offices of the Associations

Preface

This Preface does not form part of the Rules.

Each of The Shipowners' Mutual Strike Insurance Association (Bermuda) Limited ("Bermuda") and The Shipowners' Mutual Strike Insurance Association Europe ("Europe") has adopted its own Rules.

Where there is a distinction between the Rules of Bermuda and the Rules of Europe the distinction is clearly marked.

The only Rules which are not identical are:

- Rule 1: Introductory
- Rule 2: Definitions
- Rule 32: Law of Contract

Contents

Directors	4
Managers	5
Correspondents	6
Introductory & Definitions	7
Entry, Contributions & Recovery	11
General Terms & Conditions	17
Index to Rules	45

Directors

C.N. Los

President & Chairman
Vrontados SA, Athens

J. Hagn-Meincke

Vice President & Vice Chairman
Clipper Group, Bahamas

H. Olsen

Vice President & Vice Chairman
Leonhardt & Blumberg,
Hamburg

R. J. Cunningham

Western Bulk Pte Ltd, Singapore

C.F. Harris

Pacific Direct Line Pty,
Singapore

D. Idaka

Toko Kaiun Kaisha Limited,
Tokyo

S.W. Kempe *

Hamilton, Bermuda

A. Le Guillard

Louis Dreyfus Armateurs SAS,
Paris

T. Preben Hansen

Rickmers Trust Management Pte
Ltd, Singapore

H. Sugiura

Ns United Kaiun Kaisha Limited,
Tokyo

G.F. Swaine

London

H.G. Williams

Graig Group, Cardiff & Shanghai

** Bermuda Associations only*

Managers

S.C. Management (Bermuda) Ltd

Swan Building
26 Victoria Street
P O Box HM 1732
Hamilton HM12 Bermuda
Tel: +1 441 495 0543
Fax: +1 441 292 9007
Email: lcabral@marinetdi.bm

S.C. Management (Luxembourg) SA

BP 2217
L-1022 Luxembourg
Tel: +352 22 99 99 51 68
Email: scman@marinetdi.com

Administrative Office

24 boulevard Princesse Charlotte
Monte-Carlo
MC 98000 Monaco
Tel: +377 99 99 53 00
Fax: +377 93 25 53 18
Email: scman@marinetdi.com
Website: www.thestrikeclub.com

Correspondents

United Kingdom

S. C. Correspondents (London) Ltd
Lloyd's Building
Gallery 4
12 Leadenhall Street
London EC3V 1LP
England
Tel: +44 20 7816 5404
Fax: +44 20 7816 5844
Email: scc.lon@marinetdi.com

Japan

Cornes Insurance Brokers Ltd
Cornes House
3-5-1 Shiba 3
Minato-ku
Tokyo 105-0014
Japan
Tel: +81 3 6400 3745
Fax: +81 3 5442 0543
Email: msekino@cib.co.jp

**INTRODUCTORY
DEFINITIONS
ENTRY CONTRIBUTIONS
AND RECOVERY**

Introductory & Definitions

RULE 1 (Bermuda)

Introductory

These Rules are subject to the Bermuda Memorandum of Association and the Bye-laws of The Shipowners' Mutual Strike Insurance Association (Bermuda) Limited (in these Rules referred to as "The Association") which shall become binding on all Members.

(Europe)

Introductory

These Rules are subject to the Constitution of The Shipowners' Mutual Strike Insurance Association Europe (in these Rules referred to as "The Association") which shall become binding on all Members.

RULE 2

Definitions

In these Rules the words and phrases hereinafter set out shall have the following meaning if not inconsistent with the subject or context :

(Bermuda)

The Association

The Shipowners' Mutual Strike Insurance Association (Bermuda) Limited.

(Europe)

The Association

The Shipowners' Mutual Strike Insurance Association Europe.

(Bermuda)

The Bye-Laws

The Bye-laws for the time being of the Association.

(Europe)

The Constitution

The Constitution for the time being of the Association.

(Bermuda)

The Directors

The Directors for the time being of the Association acting as a Board in accordance with the Bye-laws.

(Europe)

The Directors

The Directors for the time being of the Association acting as a Board in accordance with the Constitution.

The Managers

The Managers for the time being of the Association.

Members

Owner, owners in partnership, owners holding separate shares in severalty, managing owners, part owners, mortgagee, trustee, charterer or disponent owner of a ship which is entered in the Association.

Entered ship

A ship which has been entered for any of the risks enumerated herein and accepted in the Association in the manner hereinafter provided.

Ship

Ship or boat structure used in navigation or for the carriage, storage or accommodation of goods or persons or for drilling, investigating or exploiting underwater products or any part or share therein.

Delay

Delay in relation to a ship includes complete or partial suspension of its commercial operations.

Month

Calendar month.

The day

The day of any occurrence means the day as computed according to Greenwich Mean Time.

Noon

Noon calculated according to Greenwich Mean Time.

Midnight

Midnight calculated according to Greenwich Mean Time.

Writing

Any reference to “writing” shall include any communication effected by post, cable, telegram, fax or any comparable means including email.

Policy year

The year from 1st February to 31st January inclusive.

The order to proceed

The order to proceed to or by way of the location where the delay is suffered or the assumption by the Member of a contractual obligation to proceed to or by way of that location.

Words importing the singular number shall include the plural number and vice versa.

Words importing the masculine gender shall include the feminine gender.

Words importing persons shall include corporations.

The headings to these Rules shall not affect their construction or interpretation.

Entry, Contributions & Recovery

RULE 3

Entry of ships

- 3(a) Application for entry of a ship may be made at any time. Such application shall be made upon the appropriate entry form in current use by the Association duly completed and signed by or on behalf of the person applying for membership. Every person whose application for entry of a ship is accepted shall (if not already a Member of the Association) become a Member from the date of such acceptance. Upon acceptance of the entry of the ship by the Association the Managers shall issue a Certificate of Entry in such form as the Directors shall from time to time decide and the ship shall be deemed to be entered in the Association from the time stated therein and such entry shall continue from policy year to policy year unless notice to the contrary be given as provided in Rules 18 or 20.
- 3(b) The Association shall at any time be entitled to refuse the entry of any ship.
- 3(c) If an application for entry is accepted, the particulars given in the entry form together with any other particulars or information given by or on behalf of the applicant shall be deemed to form the basis of the contract of insurance and it shall be a condition precedent to the applicant's right of recovery as a Member that such particulars and information are true so far as he knows or could with reasonable diligence ascertain.
- 3(d) There shall be three classes of entry to be known as Class I, Class II and Class III for ships which may be entered in one or more classes.
- 3(e) The normal cover provided by the Association within a class is set out in sub-Rule (a)[i](a) of the relevant Rule but additional risks as

set out in sub-Rule (a)[i](b) and sub-Rule (a)[ii] of Rules 8 and 9 and in sub-Rules (a)[ii] to (a)[xii] of Rule 10 may be covered, in either case subject always to all the provisions of these Rules.

3(f) If any conflict arises between the English text of these Rules and any version of them in any other language, the English text shall prevail.

3(g) Notwithstanding any other provisions of these Rules or any conduct on the part of the Member, the Association, the Directors or the Managers, the rights and obligations of a Member shall be cumulative not only from Policy Year to Policy Year throughout his entire period of membership but also as regards all ships entered by that Member during that period and as regards all classes.

3(h) It is a condition precedent to a Member's entitlement to recover from the Association that he shall have paid promptly each and every amount due from him to the Association on any account whatsoever, in respect of every Policy Year, in respect of every class and in respect of every entered ship; and any Member in breach of such condition shall forthwith and without notice cease to have any such entitlement PROVIDED THAT the Managers may waive the above condition and set-off against such entitlement all sums due from the Member to the Association.

3(i) The Association may accept applications for the entry of different interests in the same ship, but shall not thereby incur any obligation either to any one applicant in respect of the interests of any other applicant; or in respect of any interest of that one applicant in such ship not entered with the Association.

3(j)[i] Without prejudice to the generality of Rule 3(a), a Certificate of Entry shall contain:

3(j)[i](aa) the date and time of commencement of risk;

3(j)[i](bb) the entered sum;

- 3(j)[i](cc) the names and interests of all insured persons; and
- 3(j)[i](dd) any special terms of entry.
- 3(j)[ii] Any variation to the terms of the Certificate of Entry shall be recorded by the issue of a fresh Certificate of Entry also recording the date upon which such variation is to take effect.
- 3(j)[iii] A fresh Certificate of Entry shall be issued for the new Policy Year for all entered ships whose entry continues beyond 31 January in any calendar year.

RULE 4

Entered Sum

Each ship shall be entered in Class I and/or in Class II and/or in Class III for a specific sum which shall be a fair estimate of the ship's daily running costs approved by the Association and entered in the records of the Association.

RULE 5

Joint Entries

If an entry is made in the name of, or on behalf of, more than one person, they shall be deemed to be Joint Members. Joint Members shall be jointly and severally liable to pay all contributions due to the Association in respect of such entry. The receipt of any one of such persons for any sums payable by the Association in respect of such entry shall be sufficient discharge of the liability of the Association. Only one Certificate of Entry need be issued by the Association, and its receipt by one Joint Member shall be deemed to be receipt by all. Any communication from the Association to one Joint Member shall be deemed to have been received by all, and any communication by one Joint Member to the Association shall be deemed to be made on behalf of and with the authority of

all. Any non-disclosure or misrepresentation, or breach of these Rules, by one Joint Member shall be deemed to be the failure or misconduct of all.

RULE 6

Contributions

Every Member who has a ship entered in a class for any policy year shall pay to the Association by way of Calls as described in Rule 7 a proportion of the funds which the Directors in their sole discretion decide are required to meet the undermentioned items:

- 6(a) Any loss or claim and the expenses or other outgoings of the Association in connection therewith.
- 6(b) The general expenses of management of the Association during the appropriate policy year. Such expenses shall be apportioned between the various classes as the Managers shall determine.
- 6(c) Any debts or liabilities of the Association not otherwise provided for which according to the determination of the Directors ought to be borne by a class.
- 6(d) Any sums that the Directors decide should be raised to provide or add to such reserves as they may determine.
- 6(e) Such sums as the Association may by any government legislation or regulation be required to set aside in order to establish and/or maintain an adequate solvency margin or guarantee fund in respect of any policy year. Contributions from Members to such sums shall be calculated pro rata to the Advance Call in the relevant policy year.
- 6(f) Any sums which any Member makes default in paying to the Association in respect of any call or other sum due from that Member.

6(g) Any sums which may be required to meet the claims and liabilities of a previous policy year, whether closed or not.

Provided that in all cases where a ship has been entered after the commencement of a policy year or such entry has ceased under Rules 18, 20 or 23 during a policy year then the Member's contribution shall be calculated pro rata to the period of entry of such ship.

RULE 7 **Payment of Calls**

7(a) Calls shall be payable in such instalments (if any) and on such dates as the Directors shall in their sole discretion determine and specify, and without deduction or set-off of any kind whatsoever.

7(b) Subject to Rule 7(a), Calls shall be made and payable as follows:

7(b)[i] One or more Advance Calls based on an agreed percentage of the entered sum at such date or dates during the relevant Policy Year;

7(b)[ii] If necessary, one or more Interim Calls during or after the relevant Policy Year, in proportion to Advance Calls;

7(b)[iii] If necessary, a Closing Call made in accordance with Rule 19(c)[i], and the Directors may also determine a general increase or reduction in Advance and Interim Call rates to apply to the next Policy Year, which shall be notified to existing Members not later than 31 December and shall, subject to any other adjustments, form the basis of the rate to be applied to that next Policy Year.

7(c) The Association may accept payment of Calls in any currency, but may decline to accept for such purpose any currency other than United States Dollars and Euros.

- 7(d) A copy of the Directors' resolution authorising a Call, certified by the Managers, together with the Managers' certificate of the amount due from a Member in respect of that Call, shall be conclusive proof of the Call and the resulting amount due from that Member.
- 7(e) It shall be a condition precedent to a Member's right to dispute any aspect of any Call on any grounds whatsoever that he shall first have paid to the Association the full amount assessed by the Association to be due from him in respect of that call.
- 7(f) The Directors may from time to time determine and specify the rate of interest payable to the Association on Calls or other amounts due to the Association but unpaid, and from what date such interest shall be payable, if not from the due date. Nonetheless and without prejudice to any other provisions of these Rules, no interest shall be payable on any claim due from the Association to a Member in arrears with the payment of a Call.
- 7(g) Any deficiency in the collection of any Call may be made good by a further Call.

**GENERAL TERMS
AND
CONDITIONS**

TERMS AND CONDITIONS

General Terms & Conditions

RULE 8

Class I – Cover for costs owing to shoreside events

- 8(a) The Member with a ship entered in this class shall subject to these Rules be entitled to claim and shall be compensated for loss suffered by him in respect of the delay of such ship when caused by:
- 8(a)[i](a) *Strike* a strike, lockout, stoppage, restraint of labour whether partial or general, revolution, rebellion, insurrection, riot, civil commotion, political protest, action by environmental objectors or religious zealots when such an incident deprives the entered ship of necessary goods, services or facilities; or
- 8(a)[i](b) *War and Piracy* war, civil war or any hostile act by or against a belligerent power, weapons of war used during the course of hostilities and any act of piracy, when such an incident deprives the entered ship of necessary goods, services or facilities; or
- 8(a)[ii] *Other Delays* a lack of necessary goods, services or facilities preventing or delaying the passage, arrival, berthing, loading, discharging, unberthing or departure of the entered ship due to the direct effect on a person, place or thing other than that entered ship of any:
- 8(a)[ii](aa) fire, explosion or mechanical breakdown on land; or
- 8(a)[ii](bb) storm, tempest, flood, sandstorm, snow, ice, fog or lightning; or
- 8(a)[ii](cc) earthquake, volcanic eruption, avalanche, heave, landslide or subsidence; or
- 8(a)[ii](dd) aircraft impact or accident, or delay to or misdirection of air cargo; or
- 8(a)[ii](ee) accidental loss of or damage to any vehicle, vessel or aircraft carrying or transshipping cargo or spare parts to or from the entered ship; or

- 8(a)[ii](ff) partial or total closure, but specifically excluding closure due to weather conditions falling within Rule 11(q) or any congestion, dredging, maintenance or tidal feature, of any port, berth, sea-lane or navigable waterway, or of any airport or airspace, or of any road or railway, as a result of an order made lawfully by an authority of competent jurisdiction, after the time of the order to proceed; or
- 8(a)[ii](gg) physical obstruction, high or low levels of water in any port, berth, sea-lane or navigable waterway for any abnormal reason, unforeseeable at the time of the order to proceed, but specifically excluding any occupation of any berth by any other vessel or floating object, and also excluding any congestion, dredging, maintenance or tidal feature of any port; or
- 8(a)[ii](hh) closure of any border for political purposes or the imposition of any import or export controls, embargo or prohibition; or
- 8(a)ii physical or electronic damage caused by strikers, locked-out workmen, vandals, terrorists, saboteurs or other malicious persons; or
- 8(a)[ii](jj) expropriation, confiscation or seizure of a cargo loaded, partially loaded or discharged, or intended to be loaded on board the entered ship.

Exceptions and limitations

- 8(b) Claims made under this Rule shall be limited to the period of delay suffered while the direct effects of the relevant perils set out in Rule 8(a) above persist.
- 8(c) No claim shall lie under this Rule for any delay which is recoverable by way of hire, demurrage, damages or which can be avoided by placing the entered ship off-hire, or which is within the scope of the protection and indemnity cover offered by any member of the International Group of P&I Clubs or the cover offered by associated freight demurrage and defence associations. No claim shall lie under Rules 8(a)[i](b) for any delay if and to the extent that it is covered by any war or piracy loss of hire insurance and in any such instance regardless of act or omission on the part of the Member vitiating such insurance or would be so covered but for the entry of the ship in the Association.

RULE 9

Class II – Cover for consequential costs owing to shoreside events

- 9(a) The Member with a ship entered in this class shall subject to these Rules be entitled to claim and shall be compensated for loss suffered by him in respect of the delay of such ship when caused by:
- 9(a)[i](a) *Strike* a strike, lockout, stoppage, restraint of labour whether partial or general, revolution, rebellion, insurrection, riot, civil commotion, political protest, action by environmental objectors or religious zealots when such an incident deprives the entered ship of necessary goods, services or facilities; or
- 9(a)[i](b) *War and Piracy* war, civil war or any hostile act by or against a belligerent power, weapons of war used during the course of hostilities and any act of piracy, when such an incident deprives the entered ship of necessary goods, services or facilities; or
- 9(a)[ii] *Other Delays* a lack of necessary goods, services or facilities preventing or delaying the passage, arrival, berthing, loading, discharging, unberthing or departure of the entered ship due to the direct effect on a person, place or thing other than that entered ship of any:
- 9(a)[ii](aa) fire, explosion or mechanical breakdown on land; or
- 9(a)[ii](bb) storm, tempest, flood, sandstorm, snow, ice, fog or lightning; or
- 9(a)[ii](cc) earthquake, volcanic eruption, avalanche, heave, landslide or subsidence; or
- 9(a)[ii](dd) aircraft impact or accident, or delay to or misdirection of air cargo; or
- 9(a)[ii](ee) accidental loss of or damage to any vehicle, vessel or aircraft carrying or transshipping cargo or spare parts to or from the entered ship; or
- 9(a)[ii](ff) partial or total closure, but specifically excluding closure due to weather conditions falling within Rule 11(q) or any congestion, dredging, maintenance or tidal feature, of any port, berth, sea-lane or navigable waterway, or of any airport or airspace, or of any road or railway, as a result of an order made lawfully by an authority of competent jurisdiction, after the time of the order to proceed; or

- 9(a)[ii](gg) physical obstruction, high or low levels of water in any port, berth, sea-lane or navigable waterway for any abnormal reason, unforeseeable at the time of the order to proceed, but specifically excluding any occupation of any berth by any other vessel or floating object, and also excluding any congestion, dredging, maintenance or tidal feature of any port; or
- 9(a)[ii](hh) closure of any border for political purposes or the imposition of any import or export controls, embargo or prohibition; or
- 9(a)ii physical or electronic damage caused by strikers, locked-out workmen, vandals, terrorists, saboteurs or other malicious persons; or
- 9(a)[ii](jj) expropriation, confiscation or seizure of a cargo loaded, partially loaded or discharged, or intended to be loaded on board the entered ship.

Exceptions and limitations

- 9(b) Claims made under this Rule shall be limited to the period of delay suffered after the termination of the direct effects of the relevant peril set out in Rule 9(a) above
- 9(c) No claim shall lie under this Rule for any delay which is recoverable by way of hire, demurrage, damages or which can be avoided by placing the entered ship off-hire, or which is within the scope of the protection and indemnity cover offered by any member of the International Group of P&I Clubs or the cover offered by associated freight demurrage and defence associations. No claim shall lie under Rules 9(a)[i](b) for any delay if and to the extent that it is covered by any war or piracy loss of hire insurance and in any such instance regardless of act or omission on the part of the Member vitiating such insurance or would be so covered but for the entry of the ship in the Association.
- 9(d) No claim under this Rule shall be allowed unless the entered ship was either in the affected port or area during the time the relevant peril set out in Rule 9(a) above was in operation or arrived at such port or area within fifteen days of the termination of the effects of such relevant peril set out in Rule 9(a).

RULE 10

Class III – Cover for costs owing to ship related events

10(a)

The Member with a ship entered in this class shall subject to these Rules be entitled to claim and shall be compensated for loss suffered by him due to the delay of such ship caused by:

10(a)[i]
Strike

a strike or stoppage of labour by the officers and/or crew of such ship; or

10(a)[ii]
*Grounding
Stranding*

such ship colliding with another ship, striking any fixed or floating object other than another ship, or unintentionally stranding or grounding; or

10(a)[iii]
*Illness, Injury
or Death*

illness, injury or death of any persons either where such persons are on board such ship or where such illness, injury or death is caused directly by such ship; or

10(a)[iv]
Contraband

the discovery of contraband, comprising drugs, arms, munitions, alcohol, tobacco or precious metals, on board such ship, or a search on suspicion of their presence on board, which contraband, has been concealed (in the case of discovery) in a manner which neither the Member nor the master officers and crew could reasonably be expected to have prevented, PROVIDED THAT the Member shall have both complied fully with all relevant legislation and regulations and co-operated fully and at all times with the relevant anti-trafficking agencies of all countries between which such ship trades; or

10(a)[v]
Pollution

detention due to pollution emanating or alleged to emanate from such ship; or

10(a)[vi]
Desertion

desertion from such ship of any or all of her officers and/or crew; or

10(a)[vii]
*Action of
Authorities*

any action by an authority of competent jurisdiction against such ship or her officers or crew in respect of :

- 1) a crime or an alleged crime committed on board such ship or
- 2) any incident or occurrence as specified in Rule 10(a)[ii] to [vii] involving any other entered ship in the same beneficial ownership or management; or

10(a)[viii]
Stowaways

the discovery of stowaways on board, the rescuing of refugees or the saving of life at sea by such ship; or

10(a)[ix]
Quarantine

the imposition of a state of quarantine upon such ship by the lawful order of an authority of competent jurisdiction; or

10(a)[x]
*Machinery
Damage*

fire, explosion or breakdown in machinery, to include electrical machinery, propellers and shafts and boilers provided that such event has not resulted from fair wear and tear or want of due diligence by the Member or Owner of the entered ship. No claim shall be allowed for any period of delay resulting from damage to the entered ship's: hull; rudder, stock, pintles and gudgeons; cargo-handling gear; cargo or ballast pumps, piping and valves; fuel and cargo oil heating equipment; inert gas system; crude oil or other tank washing equipment; or

10(a)[xi]
*Piracy,
Kidnap and
Ransom*

any act of piracy and/or kidnap and ransom and/or abduction of persons on board such ship, including when happening during revolution, rebellion, insurrection, riot, civil commotion, political protest, or action of environmental objectors or religious zealots; or

10(a)[xii]
War

war, civil war or any hostile act by or against a belligerent power, weapons of war used during the course of hostilities; or capture, seizure, arrest, restraint or detainment during the course of hostilities, and the consequences thereof or any attempt thereat but excluding such actions or confiscation, requisition (for title or use), pre-emption or expropriation by or under the order of the government or any public local authority of the country in which the vessel is owned or registered; and excluding the operation of ordinary judicial process, failure to provide security or to pay any fine penalty or any financial cause

Exceptions and limitations

10(b)

No claim shall lie under this Rule for any delay which is recoverable by way of hire, demurrage or damages or under any guarantee.

10(c)

No claim shall lie under Rules 10(a)[ii] to 10(a)[xii] for any delay if and to the extent that it:
could be covered by any hull & machinery, protection &

indemnity, war hull & machinery, war protection & indemnity or freight demurrage & defence insurance, and in such instance regardless of any deductible or limit on cover, special terms or act or omission on the part of the Member vitiating such insurance; or is covered by any other insurance and in such instance regardless of act or omission on the part of the Member vitiating such insurance or would be so covered but for the entry of the ship in the Association

- 10(d) No claim shall lie under Rule 10(a)[ii], 10(a)[x], 10(a)[xi] or 10(a)[xii] in respect of any period of delay:
 - 10(d)[i] commencing more than 60 days after the original incident; or
 - 10(d)[ii] during which other repairs not caused by or connected with the original incident are being carried out to the ship by her Owners,
 - 10(d)[iii] resulting from any ship becoming an actual, constructive or economic total loss,
 - 10(d)[iv] resulting from any ship slow steaming solely as a result of one or more of the above events beyond her immediate next port of call or refuge,
 - 10(d)[v] resulting from any general average contribution.
 - 10(e) No claim shall be allowed under Rules 10(a)[ii] to [x] if at the time of the incident giving rise to the claim or at any time during the three preceding months the Member or the entered ship:
 - 10(e)[i] is not or has not been in full compliance with all statutory requirements; or
 - 10(e)[ii] does not have or has not had in a valid state all statutory certificates relating to such requirements,
 - 10(e)[iii] the relevant requirements being those of the State of the ship's flag relating to the construction, adaptation, condition, fitment, equipment, manning and safety management of the vessel as well as the International Safety Management Code.
- is not fully classed with a Classification Society that is a member of IACS.

RULE 11

General exceptions and limitations

A claim may be made by a Member either in respect of a single continuous period of delay or in respect of a series of intermittent delays during any one visit to a port, which delays arise from the same single incident or occurrence covered under Rules 8(a), 9(a) or 10(a)[i] or 10(a)[iii] to 10(a)[ix] and 10(a)[xii] inclusive. Any claim under Rules 8(a), 9(a), or 10(a) shall be subject to the following exceptions and limitations :

- 11(a) Each claim under Rules 8(a), 9(a) or 10(a) shall be subject to such deductible (if any) as may be agreed with the Managers.
- 11(b) Each claim shall be limited as regards the number of days covered as provided in the Certificate of Entry.
- 11(c) The sum recoverable shall be limited to the amount of the entered sum in the case of a ship for each day (and pro rata for any part of a day) such ship was delayed and for which a claim under Rules 8(a), 9(a) or 10(a) is allowed by these Rules.
- 11(d) No claim shall be allowed in excess of the loss due to delay actually suffered by the Member during the period in respect of which the claim is made.
- 11(e) No claim shall be payable unless:
 - 11(e)[i] the incident, under Rules 8(a)[i], 9(a)[i] or 10(a)[i]; or
 - 11(e)[ii] the direct effects, under Rules 8(a)[ii] or 9(a)[ii]; or
 - 11(e)[iii] the delay under Rules 10(a)[ii] to [xii],

giving rise to the claim has or have lasted for a continuous period of not less than twenty-four hours. Thereafter, such claims shall be payable from the commencement of such incident and shall be subject to any applicable deductible and limit of days covered

according to the Member's terms of entry.

- 11(f) No claim shall be allowed if it arises from the entered ship carrying contraband or blockade running or being employed in any unlawful trade or performing any unlawful act.
- 11(g) The Association reserves the right to notify Members of any voyage or trade which in its opinion is unsafe or improper. If a Member having been given this notice then employs his ship on such voyage or transit or trade no claim will be allowed for the period during which the same is so employed.
- 11(h) *Pre-existing Circumstances* No claim shall be allowed if in the opinion of the Directors the loss was due to circumstances existing at the time the ship was entered in the Association.
- 11(i) In the case of a ship entered in Classes I and II having suffered one continuous period of delay during and after the effects of either the perils set out in Rules 8(a)[i] and 9(a)[i] or the perils set out in Rules 8(a)[ii] and 9(a)[ii] and for which two claims are made and allowed under these Rules, a single deductible shall be applied to all such claims and, further, a single limit shall be applied to claims under Rules 8(a)[ii] and 9(a)[ii].
- 11(j) A Member shall notify the Managers in writing when an entered ship is :
- 11(j)[i] trading under time charter (Classes I and II only); or
- 11(j)[ii] unemployed and laid up.
- 11(k) No claim shall be allowed if the ship was on time charter or other equivalent contract and the Member was entitled to collect hire during the period of delay or if the ship was unemployed or laid up.
- 11(l) Claims payable under the Rules of the Association arising from delay which spans two or more policy years shall be treated as a single claim and subject to the terms and conditions of entry,

including as to the applicable limit of cover and deductible, prevailing at the commencement of the delay PROVIDED THAT for purposes of the Member's claims record the Managers may apportion the claim over the policy years which the delay spans according to the delay occurring in each policy year.

11(m)

In the event of the entry of a ship terminating or a Member ceasing to be a Member in accordance with the Rules claims payable hereunder shall only be payable in respect of delay suffered prior to the date of termination or cessation.

11(n)

Save as provided in Rules 8(a)[i](b), 9(a)[i](b) and 10(a)[xiii] where those Rules are applicable to the entered ship, no claim shall be allowed for any delay caused by:

11(n)[i]

war, civil war or any hostile act by or against a belligerent power;;

11(n)[ii]

capture, seizure, arrest, restraint or detainment during the course of hostilities, and the consequences thereof or any attempt thereat; or

11(n)[iii]

weapons of war used during the course of hostilities including, but not limited to, mines, torpedoes, bombs, rockets, shells, and explosives.

11(o)

No claim shall be allowed if it arises from:

11(o)[i]

ionising radiation, radioactivity, any nuclear fuel, any nuclear waste or the combustion of nuclear fuel;
radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof;

11(o)[ii]

radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof;

11(o)[iii]

the use, whether actual or threatened, of any weapon or device employing (or alleged by a person threatening its use to employ)

atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter ;

11(o)[iv]

the use, whether actual or threatened, of any weapon or device employing (or alleged by a person threatening its use to employ) chemical compounds or biological materials

11(o)[v]

an outbreak of war (whether there be a declaration of war or not) between any of the following countries : France, The People's Republic of China, the Russian Federation, United Kingdom, United States of America.

11(p)

No claim shall be allowed if it arises directly or indirectly or in any way out of the insolvency of the Member or of any person, association of persons or body corporate.

11(q)

There shall be no cover under Rules 8(a)[ii] or 9(a)[ii] where any passage, arrival, berthing, loading, discharging, unberthing or departure is delayed by reason of weather conditions operating on the entered ship even if such weather conditions also operate on a person, place or thing other than the entered ship.

11(r)

Without prejudice to Rules 8(c), 9(c) and 10(c), there shall be no cover, nor any recovery from the Association, for:

11(r)[i]

loss of or damage to the entered ship, her stores or fuel, or any equipment or item used in connection with her; or

11(r)[ii]

loss, cost or expense arising wholly or partly from the Member's failure for any reason whatever to discharge any financial obligation of any kind in connection with the proper prosecution of a voyage; or

11(r)[iii]

interest on any claim brought either under the Rules or by way of legal or arbitration proceedings; or

11(r)[iv]

any loss not expressly covered by these Rules.

PROVIDED THAT such exclusions shall not apply where the loss in question results directly from the compliance by the Member with a requirement or direction of the Association.

RULE 12

Special Entries

Notwithstanding any other provision of these Rules the Association may accept entries:

- 12(a) upon such special terms as to contribution and as to the extent of risk covered as it shall think fit; or
- 12(b) which are reinsurances of original risks which in all respects it might have insured directly itself; or
- 12(c) covering two or more ships in which the beneficial interests are different on terms that such ships shall be deemed for the purposes of the Association to be a specified fleet to be dealt with collectively as if a single entry, in consideration of which all Members interested in the ships comprising a fleet accept joint and several liability for all amounts whatsoever due to the Association in respect of each and every individual ship forming part of that fleet,

and the Association may effect reinsurance of the whole or part of any risk insured or reinsured by it under this Rule or otherwise.

RULE 13

Notice of Claims

- 13(a) Except in relation to claims arising under Rules 10(a)[ii] & [x], where notice must be given immediately, notice in writing of every event likely to lead to a claim upon the Association must be given as soon as reasonably practicable, and notice of all subsequent material developments, including all information, documents or reports coming into the possession or control of a Member or his agent (including any lawyer), must be given to the Managers as soon as reasonably practicable.
- 13(b) Details of each claim must be supplied on the appropriate claim form currently in use by the Association and be duly signed by or on behalf of the Member within six months after the incident.
- 13(c) If details of any claim shall not have been notified to the Managers within six months after the incident which gave rise to the claim, the Directors shall have power to reject the claim or to reduce the sum payable by the Association in respect thereof.
- 13(d) A Member shall not compromise any claim or make any admission in respect of any matter relating to any delay for which he is insured without the written consent of the Managers.
- 13(e) If any of the Member's obligations under this Rule are not complied with the Directors may in their sole discretion reject the claim or reduce the sum payable by the Association in respect thereof.
- 13(f) Without prejudice to the earlier provisions of this Rule, if a Member fails to notify the Association in writing of a claim within one year after acquiring knowledge of the delay giving rise to such claim, any and all that Members right(s) to recover in respect of such delay shall be extinguished.

RULE 14 Handling and Proof of Claims

- 14(a) The Association shall have the right, but not the duty, to control the interests of a Member relating to a claim, including:
 - 14(a)[i] the appointment on behalf of the Member and the Association jointly (subject to professional rules) of lawyers, surveyors or other experts;
 - 14(a)[ii] the conduct of any claim or legal or other proceedings and the compromise thereof ;
 - 14(a)[iii] the appointment of a surveyor to survey an entered ship prior to any repair being effected where a claim may be or has been made under Rule 10(a)[ii] and [x].
- 14(b) The Member shall produce and supply to the Association such information, documents or reports as the Managers may reasonably request in connection with any claim.
- 14(c) If any of the Member's obligations under this Rule are not complied with, the Directors may in their sole discretion reject the claim or reduce the sum payable by the Association in respect thereof.
- 14(d) The Association shall determine what evidence is required to satisfy it that a claim is payable.

RULE 15 Directors' Powers

- 15(a) The Directors may waive or relax any of the Rules under such conditions and on such terms as they may think fit PROVIDED THAT the exercise of their discretion, whether under this Rule or under any other, shall not result in any Member being placed in a position financially less favourable than he would be by a strict application of the Rules.

15(b)

Any claim submitted to the Association shall be liable to rejection or deduction if the Directors shall be of the opinion that the Member has not taken such steps to protect his interest, whether before, around the time of, during or after the incident giving rise to the claim, as he would have done if the ship had not been entered in this Association. Any deduction shall be of such an amount as the Directors in their sole discretion decide.

15(c)

Where the possibility exists of a claim being made under more than one class in respect of the same period of delay the Directors shall have the power to decide in their absolute discretion under which class the claim falls to be paid.

15(d)

Substitute Expenses

Where a Member, in order to avoid or reduce a claim on the Association, has incurred reasonable expenses or suffered any provable loss in avoiding or minimising delay to an entered ship, the Directors may, at their sole discretion, agree to reimburse the Member to such extent as they see fit, but any such reimbursement shall exclude any element of profit and will be subject to any applicable deductible and limit of days covered according to the Member's terms of entry.

RULE 16

Settlement of Claims

The Directors shall meet as often as may be required for the consideration of claims which shall be paid by the Association as the Directors may determine in accordance with these Rules. No Director shall act as such during the consideration of any claim in which he is interested. The Directors may from time to time authorise the Managers to settle and pay claims, without prior reference to them, of such types and up to such financial limits as they may in their sole discretion determine.

RULE 17

Assignment

No assignment of any interest under these Rules shall have any effect unless and until the assignor shall have notified the same to the Managers and the Managers shall have approved the assignment in writing. On receipt of notice of such assignment the Association shall be entitled to cancel the entry in respect of which such assignment has been made by giving ten days' notice in writing to the assignor and to the assignee and upon expiry of such notice the cover afforded shall cease. Alternatively the Association may in its absolute discretion approve the proposed assignment only upon specified conditions and without giving any reasons. Where approval is given, it shall be on terms that the assignee be, and the assignee shall automatically become, jointly and severally liable with the assignor for the payment of all sums whatsoever due from the assignor to the Association and for the performance of all the assignors' obligations towards the Association, in either case whether arising before, at the time of, or after the assignment. In any event the Association shall be entitled in settling any claim presented by the assignee to deduct or retain such amount as the Managers may then estimate to be sufficient to discharge any liabilities of the assignor existing at the time of the assignment or likely to arise thereafter.

RULE 18

Cessation of Entry

Unless otherwise agreed by the Association in writing, the entry of a ship, and any further entitlement to claim under these Rules shall cease upon:

18(a)

the Member parting with or assigning his interest in her; or

18(b)

the entered ship becoming an actual total loss, or being accepted by Underwriters as a constructive or compromised total loss; or

- 18(c) the entered ship being posted at Lloyd's as missing, or the expiry of ten days from the date on which she was last heard of, whichever is the earlier; or
- 18(d) upon the termination of a charter, in the case of a charterer's entry and the Member shall give written notice of any such event to the Managers promptly, but in any event within one month. Further, the Association may terminate the entry of a ship, and any entitlement to claim under these Rules shall cease, if there is any change in her management or operation.

RULE 19 Closing of Policy Years

- 19(a) No sooner than 18 months after its commencement, the Directors may in their sole discretion declare a Policy Year closed in accordance with the procedure set out in sub-Rules (b) and (c) below notwithstanding that there are or may in the future be claims against that Policy Year and related costs which are as yet uncertain in their validity, amount and extent.
- 19(b) If the Policy Year to be closed appears to the Directors to be in surplus after making all appropriate provisions for items of the types set out in Rule 6 which may in future be incurred in respect of that Policy Year, then the Directors may in their sole discretion apply such surplus in one or more of the following ways:
- 19(b)[i] to the reserves of the Association;
- 19(b)[ii] to meet an actual or prospective deficit on any other closed Policy Year;
- 19(b)[iii] to those Members who contributed the funds of the relevant Policy Year pro rata to their current obligation to contribute to any deficit.

- 19(c) If the Policy Year to be closed appears to the Directors to be in deficit after making all appropriate provisions for items of the types set out in Rule 6 which may in future be incurred in respect of that Policy Year, then the Directors may in their sole discretion provide for such deficit in one or more of the following ways:
- 19(c)[i] by making a Closing Call;
- 19(c)[ii] by transfer from the reserves of the Association;
- 19(c)[iii] by transfer from any surplus on any other closed Policy Year.
- 19(d) The Directors may resolve to amalgamate the accounts of two or more contiguous closed Policy Years and, if they do, such Policy Years shall thereafter be treated as a single closed Policy Year.

RULE 20 Notice of Withdrawal

- 20(a) A Member may terminate the entry of an entered ship by giving to the Managers not less than twelve months' notice in writing expiring on the last day of any policy year.
- 20(b) The Association may at any time discontinue the insurance of a Member in respect of an entered ship by giving him one month's notice in writing to that effect.
- 20 (c) An entered ship shall not be withdrawn from the Association at any other time or in any other manner except with the consent of the Directors.
- 20(d)[i] The cover provided by Rules 8(a)[i](b), 9(a)[i](b) and 10(a)[xii] (delays resulting from war and other perils as mentioned in the respective Rules) may be cancelled by the Association or the Managers giving 7 days notice of cancellation to the Member

(such cancellation becoming effective on the expiry of 7 days from midnight on the day on which notice of cancellation is issued)

20(d)[ii]

Whether or not a notice of cancellation has been given the cover provided by Rules 8(a)[i](b), 9(a)[i](b) and 10(a)[xii] (delays resulting from war) shall terminate automatically

- upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries : France, the People’s Republic of China, the Russian Federation, United Kingdom, United States of America; or
- in the event of the entered ship being requisitioned either for title or use.

20(e)

Nothing in this Rule shall preclude the termination of an entry in accordance with the provisions of Rule 18.

RULE 21

Release from Liability for Calls

On or after the termination of the entry of an entered ship the Association may release the relevant Member from further liability under Rule 6 in respect of open Policy Years in the following manner:

21(a)

The Association has the right, but no obligation, to require the Member to pay a Release Call in lieu of any further Interim and Closing Calls in respect of the entered ship.

21(b)

The amount of the Release Call shall be such percentage of the Advance Call as the Directors in their sole discretion shall from time to time determine, provided that the Managers may increase such percentage to take account of any adverse claims developments occurring after the relevant Directors' determination and for no other purpose.

- 21(c) Once a Release Call has been paid, the relevant Member shall have no liability to the Association for any subsequent Calls of any kind, but he shall cease to have any right to share in any surplus for any Policy Year during which he was a Member, and there shall be no reduction or rebate of his Release Call under any circumstances, even if the general levels of Release Calls is subsequently reduced.
- 21(d) Any Member who has been required to pay a Release Call but has neither done so nor adopted the procedure in Rule 21(e) below for more than 30 days after the date of such Release Call shall be liable to pay not only the original Release Call but also any increase in it resulting from a decision of the Directors or Managers as set out in Rule 21(b) above, and any and all further Calls imposed after the expiry of those 30 days on any Policy Year during which he is or has been a Member.
- 21(e) If any Member who has been required to pay a Release Call wishes instead to continue to be liable to pay such further Calls as may be made in respect of any Policy Years during which he is or has been a Member, he shall be deemed to have satisfied his obligation to pay such Release Call and to have elected to remain liable for such further Calls if he provides to the Association a Bank Guarantee from a first-class bank acceptable to the Association and in a form acceptable to the Association for an amount equal to the Release Call.
- 21(f) At any time before a Release Call, having been imposed on a Member, is paid by him, the Association may by notice in writing to the Member cancel the Release Call, whereupon the Member shall once again be liable to pay such further Calls as may be made on any Policy Years during which he is or has been a Member.

RULE 22

Return of Call

22(a)

A Member shall be entitled to claim a return of 95 per cent of the call paid in respect of an entered ship if the entered ship is:

22(a)[i]

unemployed and laid up (except for repair and/or overhaul) in any safe port or place for a period of fifteen or more consecutive days;

22(a)[ii]

trading under time charter (only allowable under Class I and Class II).

Such return shall be calculated pro rata per consecutive day for the total period during which such ship was so laid up or time chartered.

22(b)

If a Member fails to claim for a return of call within six months of such claim arising the Directors shall have power to reject the claim or reduce the sum payable by the Association.

22(c)

No claim for a return of call shall be allowed for any period in respect of which the Member is allowed a claim for delay to the same ship under Rules 8, 9 or 10.

RULE 23

Termination of Membership

A Member shall cease to be a Member automatically:

23(a)

In the case of an individual, upon acceptance by the Directors of his resignation or any step, application, order, proceeding or appointment being taken or made by or in respect of him for distress, execution, composition or arrangement with his creditors, or for bankruptcy, or being unable to pay his debts, or upon his dying or suffering mental disorder within the meaning of the Mental Health Act 1983, or upon the occurrence in respect of him of any event in any jurisdiction to which he is subject having a similar or identical effect.

23(b)

In the case of a corporation, or partnership or other form of unincorporated association, upon any step, application, order, proceeding or appointment being taken or made by or in respect of it for distress, execution, composition or arrangement with creditors, winding-up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy or being unable to pay its debts, or upon the occurrence in respect of it of any event in any jurisdiction to which it is subject having a similar or identical effect.

23(c)

Upon withdrawal, sale or loss of all ships entered by the Member in the Association.

23(d)

If he shall fail to pay when due and demanded by the Managers any amounts due from him to the Association provided that the Managers have given written notice to the defaulting Member of such termination

Provided always that such Member, his or its estate, legal personal representatives or trustee in bankruptcy or liquidators, receiver or administrators as the case may be, or equivalent or counterpart in any jurisdiction to which he or it is subject, shall be and remain liable to pay to the Association all such contributions and monies as under these Rules such Member would have been liable to pay (had he not ceased to be a Member) in respect of claims, expenses or outgoings arising or obligations incurred up to and including the date of cesser of membership.

And provided always that where an entry ceases under Rule 18 or a Member ceases to be a Member under this Rule, and any amount whatsoever remains due to the Association, it is agreed that the Association is hereby granted, and entitled to exercise a lien over the former entered ship or ships

RULE 24

Membership of Other Bodies

The Directors may cause the Association, in respect of such of the Members of the Association as are eligible, to become a Member of, or affiliated to, such shipping associations or organisations and for the purpose may authorise the payment by the Association to these bodies of such subscriptions or grants as the Directors may think fit.

RULE 25

Reserves

25(a)

The Directors may in their sole discretion establish and maintain reserves for application for any or all of the following purposes:

25(a)[i]

to stabilise the level of Calls from one Policy Year to the next;

25(a)[ii]

to reduce the level of any otherwise unusually high Call, to eliminate any otherwise unusual requirement to make a further Call, on any Policy Year;

25(a)[iii]

to reduce or eliminate any actual or prospective deficiency on any closed Policy Year;

25(a)[iv]

to protect against any actual or prospective loss arising out of transactions involving the Association's investments;

25(a)[v]

any other purpose beneficial to the Association.

25(b)

The whole or part of any reserve fund may be applied in the sole discretion of the Directors for any or all of the purposes set out in Rule 25(a) regardless of the purposes for which it has been established or maintained and regardless of the Policy Year or Years from which its funds have been drawn, and likewise the Directors may in their sole discretion determine that funds should be transferred between one reserve fund and another.

- 25(c) Reserve funds may be created or increased by a resolution of the Directors that there be applied or transferred to such funds a specified proportion or amount of:
- 25(c)[i] any Advance or Interim Call, when the rate for such Call is being determined; or
- 25(c)[ii] any funds surplus to the requirements of a Policy Year, when that Policy Year is being closed.

RULE 26 Investments

- 26(a) The funds of the Association may be invested in such stocks, shares, bonds, debentures, securities, funds, accounts, currencies, commodities, property (real or personal) or other vehicles, and on such terms and in such manner or by such method, as the Directors in their sole discretion determine and direct.
- 26(b) Unless the Directors decide otherwise, any and all funds shall be pooled and invested as a single fund, regardless of the Policy Year or reserve or other source from which they originate.
- 26(c) The gains or losses (whether income or capital in nature) arising on pooled investments shall be apportioned between the various Policy Years, reserves and other sources from which the funds invested in them originated in the sole discretion of the Directors.
- 26(d) In the exercise of their discretion under Rule 26(c), the Directors may determine that gains arising from the investment of the funds of a closed Policy Year shall be credited to any one or more of the Association's reserve funds.

RULE 27

Expenses

The Association shall pay to the Managers out of its funds such amounts and at such intervals as the Directors in their sole discretion determine to be appropriate remuneration for the services provided and expenses incurred by the Managers in promoting and fulfilling the Association's purposes.

RULE 28

Regulations

The Directors shall have power to make, alter or repeal regulations affecting or restricting the employment or use of entered ships and give due written notice thereof to the Members when the same shall be and become binding upon and be observed by the Members. The accidental omission to give such notice to or the non-receipt of such notice by any Member shall not invalidate such regulations or any alteration thereof.

The due observance of such regulations may be enforced against any Member by penalties either of money and/or disallowance of the whole or a specified part or portion of the claims to which any such Member may become entitled.

RULE 29

Use of Special Clauses

The Directors may from time to time prescribe clauses in conformity with the requirements of Protection and Indemnity Associations and of the British Chamber of Shipping or any other similar authority to be used by Members in Bills of Lading, Charterparties or other contracts entered into by them. The Directors shall have power to make a deduction not exceeding 50 per cent from any claim payable if they shall be of the opinion that a Member has failed without good reason to adopt such clauses or has not taken such steps to protect his interests as a prudent owner would have done if he had not been insured by the Association.

RULE 30

Arbitration

Any difference or dispute whatsoever between the Association and any Member, his representative or assigns shall, unless it be mutually agreed to the contrary, be referred to arbitration in London of two arbitrators (one to be appointed by the Association and the other by the Member) and an umpire to be appointed by the arbitrators. The submission to arbitration and all the proceedings therein shall be subject to the provisions of the English Arbitration Act 1996 and any statutory modification or re-enactment thereof. No Member, his representative or assign shall be entitled to maintain any action or other proceedings against the Association in respect of any claim unless and until the claim shall have been submitted to the Directors and they shall have given their decision thereon, and if such decision be disputed unless and until the claim shall have been referred to arbitration in the manner herein provided and the award shall have been published, and then only for the sum so awarded to be paid by the Association.

RULE 31

Notices

31(a)

The Association may serve any notice or other document on a Member in connection with this Agreement in writing, addressed to the Member at any location which the Association reasonably considers to be the place of business or care of any broker who has placed the relevant entry on behalf of the Member or any other address (including a fax number) notified to the Association in writing in accordance with this clause as an address to which notices and other documents may be sent.

31(b)

A Member shall serve any notice or document on the Association at its registered office, and may do so by any of the methods set out in Rule 31(a).

31(c) Any notice or document sought to be served pursuant to Rule 31(a) or (b) shall be deemed to have been served:

31(c)[i] if delivered by hand, at the time of the delivery;

31(c)[ii] if posted, on the seventh day after posting;

31(c)[iii] if sent by telegram or cable, on the day after handing in;

31(c)[iv] if sent by fax or electronically, on the day of transmission,
and in each case proof of delivery, posting, handing in or transmission shall be proof of service.

RULE 32 **Law of Contract**

(Bermuda) These Rules and any contract between the Member and the Association incorporating them shall be governed by and construed in accordance with English law, and shall be subject to the Marine Insurance Act 1906. Subject only to Rule 30, the English Courts shall have exclusive jurisdiction over any difference or dispute, including as to the construction, interpretation and application of Rule 30.

(Europe) These Rules and any contract between the Member and the Association incorporating them shall be governed by and construed in accordance with English law without prejudice to the submission of the Constitution to Luxembourg law, and shall be subject to the Marine Insurance Act 1906. Subject only to Rule 30, the English Courts shall have exclusive jurisdiction over any difference or dispute, including as to the construction, interpretation and application of Rule 30.

RULE 33

Subrogation

When a claim is made under these Rules the Association shall be subrogated to all the rights and remedies in respect of that claim which the Member may have against any third party. The Association shall be entitled to use the name of the Member in bringing, defending, enforcing or settling any legal proceedings (including proceedings in any arbitration) and the Member shall give all necessary information and assistance and produce and forward all documents to enable the Association to substantiate, settle or resist any claim. The Association shall, however, where it uses the name of any Member, indemnify him against all costs, charges, expenses and liabilities arising therefrom.

RULE 34

Enforcement of Rules

The Association shall at all times and without giving any special notice to that effect be entitled to insist on the strict application of these Rules and on the strict enforcement of its contract with a Member. No act, omission, course of dealing, forbearance, delay or indulgence by the Association or any of its servants or agents in enforcing any of these Rules or any of the terms or conditions of its contract with a Member nor any granting of time shall prejudice or affect the rights and remedies of the Association under these Rules or under such contract, and no such matter should be treated as any evidence of waiver of the Association's rights thereunder, nor shall any waiver of a breach of such Rules or contract operate as a waiver of any subsequent breach thereof

INDEX TO RULES

Index to Rules

Subject	Rule	Page
A		
Accidental Loss	Rules 8 & 9(a)[ii](ee)	17-19
Aircraft Impact or Accident	Rules 8 & 9(a)[ii](dd)	17-19
Arbitration	Rule 11(r)[iii], Rule 30	27-42
Assignment	Rule 17	32
Avalanche	Rules 8 & 9(a)[ii](cc)	17-19
B		
Bank Guarantee	Rule 21(e)	36
Blockade Running, exclusions	Rule 11(f)	25
C		
Calls, Advance, Interim, Closing	Rule 7(b)[i]	15
Certificate of Entry	Rule 3(a), Rule 3(j)[ii]	11-13
Cessation of Entry	Rule 18	32
Civil Commotion	Rules 8 & 9(a)[i]	17-19
Claims	Rule 8(b), Rule 13, Rule 14, Rule 16	18-29 to 31
Classes of Cover	Rule 8, Rule 9, Rule 10	17-19-21
Closing Call	Rule 7(b)[iii], Rule 19(c)[i]	15-34
Closing of Policy Year	Rule 19	33
Collision	Rule 10(a)[ii]	21
Confiscation	Rules 8 & 9(a)[ii](jj)	18-20
Congestion	Rules 8 & 9(a)[ii](ff)	18-19
Contraband Carriage, exclusions	Rule 10(a)[iv], Rule 11(f)	21-25
Contributions	Rule 6	14
Crew Strike	Rule 10(a)[i]	21

Subject	Rule	Page
D		
Daily Running Cost	Rule 4	13
Day	Rule 2	7
Death on Board	Rule 10(a)[iii]	21
Deductible	Rule 11(a)	24
Delay Cover	Rules 8 & 9(a)[ii], Rules 10(a)[iii to ix]	17 to 22
Demurrage	Rule 9(c)	20
Desertion	Rule 10(a)[vi]	21
E		
Earthquake	Rules 8 & 9(a)[ii](cc)	17-19
Electronic Damage	Rules 8 & 9(a)ii	18-20
Embargo	Rules 8 & 9(a)[ii](hh)	18-20
Entered Ship	Rule 2	8
Entered Sum	Rule 4	13
Environmental Objectors	Rules 8 & 9(a)[i](a)	17-19
Exclusions - General	Rule 11	24
Expenses	Rule 27	41
Explosion	Rules 8 & 9(a)[ii](aa)	17-19
Expropriation	Rules 8 & 9(a)[ii](jj)	18-20
F		
Fire	Rules 8 & 9(a)[ii](aa)	17-19
Flood	Rules 8 & 9(a)[ii](bb)	17-19
Fog	Rules 8 & 9(a)[ii](bb)	17-19
G		
Grounding, Stranding	Rule 10(a)[ii]	21

Subject	Rule	Page
H		
Heave	Rules 8 & 9(a)[ii](cc)	17-19
High Levels of Water	Rules 8 & 9(a)[ii](gg)	18-20
I		
Illness	Rule 10(a)[iii]	21
Import/Export Control	Rules 8 & 9(a)[ii](hh)	18-20
Injury	Rule 10(a)[iii]	21
Insolvency, exclusions	Rule 11(p)	27
Interest Rate	Rule 7(f)	16
Investments	Rule 26	40
J		
Joint Entries	Rule 5	13
K		
Kidnap and Ransom	Rule 10(a)[xi]	22
L		
Laid Up, exceptions	Rule 11(j)[ii]	25
Landslide	Rules 8 & 9(a)[ii](cc)	17-19
Law of Contracts	Rule 32	43
Lightning	Rules 8 & 9(a)[ii](bb)	17-19
Lockout	Rules 8 & 9(a)[i]	17-19
Low Levels of Water	Rules 8 & 9(a)[ii](gg)	18-20
M		
Machinery Damage	Rule 10(a)[x]	22

Subject	Rule	Page
Mechanical Breakdown on Land Members	Rules 8 & 9(a)[ii](aa) Rule 2	17-19 8
 N		
Navigable Waterway	Rules 8 & 9(a)[ii](gg)	18-20
Notice of Claims	Rule 13	29
Notice of Withdrawal	Rule 20	34
Nuclear Action, exclusions	Rule 11(o)	26
 P		
Payment of Calls	Rule 7	15
Physical Damage	Rules 8 & 9(a)ii	18-20
Physical Obstruction	Rules 8 & 9(a)[ii](gg)	18-20
Piracy	Rule 10(a)[xi]	22
Policy Year	Rule 2	9
Political Protest	Rule 8(a)[i](a), Rule 9(a)[i](a)	17-19
Pollution	Rule 10(a)[v]	21
Port Closure	Rules 8 & 9(a)[ii](ff)	18-19
Pre-Existing Circumstances, exclusions	Rule 11(h)	25
Prohibition	Rules 8 & 9(a)[ii](hh)	18-20
Protection & Indemnity	Rule 9(c), Rule 10(c)	20-22
 Q		
Quarantine	Rule 10(a)[ix]	22
 R		
Rebellion	Rule 8(a)[i](a), Rule 9(a)[i](a)	17-19
Regulations	Rule 28	41

Subject	Rule	Page
Release Call	Rule 21	35
Religious Zealots	Rule 8(a)[i](a), Rule 9(a)[i](a)	17-19
Repairs	Rule 10(d)[ii]	23
Rescuing of Refugees	Rule 10(a)[vii]	22
Reserves	Rule 25	39
R		
Restraint of Labour	Rule 8(a)[i](a), Rule 9(a)[i](a)	17-19
Return of Call	Rule 22	37
Revolution	Rule 8(a)[i], Rule 9(a)[i]	17-19
Riot	Rule 8(a)[i], Rule 9(a)[i]	17-19
Risks Covered	Rule 8, Rule 9, Rule 10	17 to 23
S		
Sandstorm	Rules 8 & 9(a)[ii](bb)	17-19
Saving Life at Sea	Rule 10(a)[vii]	22
Seizure of a Cargo	Rules 8 & 9(a)[ii](jj)	18-20
Snow	Rules 8 & 9(a)[ii](bb)	17-19
Spare Parts	Rules 8 & 9(a)[ii](ee)	17-19
Special Clauses	Rule 29	41
Special Entries	Rule 12	28
Stoppage of Labour	Rule 8(a)[i](a), Rule 9(a)[i](a), Rule 10(a)[i]	17-19-21
Storm	Rules 8 & 9(a)[ii](bb)	17-19
Stowaways	Rule 10(a)[viii]	22
Stranding, Grounding	Rule 10(a)[ii]	21
Strike	Rule 8(a)[i](a), Rule 9(a)[i](a), Rule 10(a)[i]	17-19-21
Striking Fixed or Floating Object	Rule 10(a)[ii]	21
Subrogation	Rule 33	44
Subsidence	Rules 8 & 9(a)[ii](cc)	17-19
Substitute Expenses	Rule 15(d)	31

Subject	Rule	Page
T		
Tempest	Rules 8 & 9(a)[ii](bb)	17-19
Termination of Membership	Rule 23	37
Time Charter	Rule 11(j)[i]	25
Transhipping Cargo	Rules 8 & 9(a)[ii](ee)	17-19
U		
Unemployed Vessel, exceptions	Rule 11(j)[iii]	25
V		
Volcanic Eruption	Rules 8 & 9(a)[ii](cc)	17-19
W		
War, exclusions	Rule 11(n)[i]	26
Weather Conditions, exclusions	Rule 11(q)	27

