

# CIRCULAR

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To the Members

## **Alterations to the Rules of the Association for 2024 policy year**

The 619th Meeting of the Association's Board of Directors was held on 20 November 2023 and alterations to the following Rules were approved to be effective from 20 February 2024. Details of these alterations will be reported to the Members in a Club circular to be issued in early February 2024.

### **Rule 11 (CESSATION OF INSURANCE CONTRACT) 3 (3)**

To unify the wording and add examples for the provisions related to sanctions, including those in the United Kingdom.

### **Rule 17 (WARRANTY OF SEAWORTHINESS) 1, 2, 3 and 4**

These provisions refer to survey in respect of the conditions of ships, specifically Condition Surveys for ships already entered in the Association and Entry Surveys for ships that are intended to be insured by the Association.

The amendments enable the cancellation of insurance contracts, as well as the refusal to provide the cover or a reduction in the compensation amount, for the ships entered in the Association if a Member does not agree to have the Condition Survey for their ship.

Furthermore, the amendments allow for addition of certain conditions to a contract, in addition to refusing to conclude an insurance contract, if any requirements for the Entry Survey are not satisfied.

### **Rule 19 (LIABILITIES IN RESPECT OF SEAMEN) 1 (3) (LOSS OF/OR DAMAGE TO SEAMEN'S PERSONAL EFFECTS)**

To clarify that the loss of or damage to a Seaman's personal effects that are not essential to life on board, such as valuables and toys, is not covered.

### **Rule 19 (LIABILITIES IN RESPECT OF SEAMEN) 2 (1)**

To clarify that there shall be recovery from the Association subject the Association's approval, if the compulsory insurance is not functioning in reality in some countries.

### **Rule 29 (CARGO LIABILITIES) 1 (5)**

The amendments aim to prevent cargo from being left unattended for long periods of time without notifying the Association when the receivers have not collected the cargo, which can result in high storage costs.

### **Rule 35 (RISKS GENERALLY EXCLUDED) 1 (13)**

The amendments are in line with the amendments to the Pooling Agreement.

**Rule 36 (RISKS SPECIFICALLY EXCLUDED) (10)**

To clarify that there shall be no recovery from the Association in cases where there is a risk of sanctions or other measures being imposed on the Association.

Yours faithfully,

**The Japan Ship Owners' Mutual Protection & Indemnity Association**