

**THE NORTH OF ENGLAND PROTECTING AND INDEMNITY
ASSOCIATION LIMITED** ("The Association")

Company No. 505456

Company Limited by Guarantee and not having a Share Capital

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Association will be held at The Royal Automobile Club, 89 Pall Mall, London SW1Y 5HS, on 15 January, 2015 at 0900 hours for the purpose of considering and, if thought fit, passing the following Ordinary Resolution.

Ordinary Resolution

That the amendments to the Rules of the Protecting and Indemnity Class contained in the document marked "Amendments for 2015/2016 to the Rules of the Protecting and Indemnity Class of The North of England Protecting and Indemnity Association Limited" provided with this Notice, be and are hereby adopted with effect from noon GMT on 20 February 2015.

Dated: 18 December 2014

By order of the Board

Chris Owen
Company Secretary

Registered Office:

The Quayside
Newcastle upon Tyne
NE1 3DU

NOTES TO THE NOTICE OF GENERAL MEETING

- 1 A Member is entitled to appoint another person as its proxy to exercise the Member's rights to attend, speak and vote at the meeting. A proxy need not be a Member of the Company.
- 2 A Form of Proxy is provided with this Notice for Members. If a Member wishes to appoint more than one proxy and so requires additional proxy forms, the Member should contact the Company Secretary, Chris Owen, on +44 (0)191 232 5221 or chris.owen@nepia.com. To be valid, the Form of Proxy and any power of attorney or other authority under which it is signed (or a notarially certified copy of such authority) must be received by post or (during normal business hours only) by hand at the Company's registered office, The North of England Protecting & Indemnity Association Limited, The Quayside, Newcastle upon Tyne NE1 3DU or by e-mail to chris.owen@nepia.com not less than 48 hours before the time of the holding of the meeting or any adjournment thereof. Completion and return of the Form of Proxy will not preclude Members from attending and voting at the meeting should they wish to do so.
- 3 Any corporation which is a Member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a Member provided that they do not do so in relation to the same ship.
- 4 If Members have general queries about the meeting, they should contact Chris Owen on +44 (0)191 232 5221 or chris.owen@nepia.com. No other methods of communication will be accepted. Members must not use any electronic address provided either in this notice of general meeting or any related documents (including the proxy form), to communicate with the Company for any purposes other than those expressly stated.

**AMENDMENTS FOR 2015/2016 TO THE RULES
OF THE PROTECTING & INDEMNITY CLASS OF
THE NORTH OF ENGLAND PROTECTING AND INDEMNITY
ASSOCIATION LTD**

Explanatory notes have been provided for the proposed changes and consequential renumbering and any cross referencing which will also be required. In the proposed new Rules, new wording is in **bold** and existing wording which is to be deleted has been removed.

• **RULE 19(8) PERSONS IN DISTRESS**

NB: From time to time Members are required to suspend or deviate from a contractual voyage in order to comply with their obligations in respect of Search & Rescue for Persons in Distress under the International Convention for the Safety of Life at Sea (SOLAS). A recent review of the other IG Clubs' Rules indicated that the treatment of such expenses under North's rules is out of step with other Clubs in that North's cover is in the discretion of the Members Board. The amendment set out below brings North's Rules in line with the other Clubs and includes a small clarifying amendment to bring the scope of cover for insurance in line with the cover given in Rule 19(6).

OLD RULE

RULE 19(8) PERSONS IN DISTRESS

Additional expenses incurred by the Member in respect of an Entered Ship in proceeding to the assistance of, or searching for, persons in distress and taking such steps as are reasonable in succouring and landing such persons to the extent that such expenses cannot be recovered from underwriters or other third parties.

Provided always that in Rule 19(8):

(A) the Members Board shall have sole discretion in deciding whether and to what extent such expenses were incurred and the steps taken were reasonable with a view to adjudicating on the amount to be paid to the Member under this sub-section;

(B) payment of expenses under this section shall represent the net loss to the Member (over and above such expenses as would

NEW RULE

19(8) PERSONS IN DISTRESS

Additional expenses incurred by the Member in respect of an Entered Ship in proceeding to the assistance of, or searching for, persons in distress and taking such steps as are reasonable in succouring and landing such persons to the extent that such expenses cannot be recovered from underwriters or other third parties **and** represent the net loss to the Member (over and above such expenses as would otherwise have been incurred) in respect of the fuel, **additional** insurance, Seamen's wages, stores, provisions and port charges.

otherwise have been incurred) in respect of the fuel, insurance, Seamen's wages, stores, provisions and port charges.

- **RULE 31 MEMBER'S OTHER INSURANCES**
- **RULE 31(1) OBLIGATIONS OF THE MEMBER IN RESPECT OF EXCLUDED RISKS**

NB: The Nairobi International Convention on the Removal of Wrecks 2007 will enter into force on 14 April 2015. The Convention includes compulsory insurance provisions similar to those in CLC and the Bunkers Convention for which the International Group Clubs have agreed to issue "Blue Card"-type evidence of insurance. The amendment set out below (which mirrors a Pooling Agreement amendment) therefore adds certificates issued under the Nairobi Convention to the list of exceptions to the War Risks exclusion. The effect of this is that liabilities incurred under a Wreck Removal Blue Card are not subject to the War Risks Exclusion and thus are on the same "non excluded" footing as other such certificates issued by the Association.

OLD RULE

RULE 31(1) OBLIGATIONS OF THE MEMBER IN RESPECT OF EXCLUDED RISKS

(a) Where the liabilities, costs and expenses of a Member are discharged by the Association pursuant to a demand made under:

.....

notwithstanding the exclusions in Rule 24(1) War Risks and/or Rule 25 Radioactive Materials, the Member shall indemnify the Association to the extent that any payment under such guarantee, undertaking or certificate in discharge of the said liabilities, costs and expenses is or would have been

NEW RULE

RULE 31(1) OBLIGATIONS OF THE MEMBER IN RESPECT OF EXCLUDED RISKS

(a) Where the liabilities, costs and expenses of a Member are discharged by the Association pursuant to a demand made under:

.....

(vi) a certificate issued by the Association in compliance with Article 12 of the Nairobi International Convention on the Removal of Wrecks 2007,

notwithstanding the exclusions in Rule 24(1) War Risks and/or Rule 25 Radioactive Materials, the Member shall indemnify the Association to the extent that any payment under such guarantee, undertaking or certificate in discharge of the said liabilities, costs and expenses is or would have been recoverable in whole or in part under a

recoverable in whole or in part under a standard P&I war risk policy had the Member complied with the terms and conditions thereof.		standard P&I war risk policy had the Member complied with the terms and conditions thereof.
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