

Article 8 – Membership

- (a) The Constitution shall bind the Association and the Members and their Successors to the same extent as if it had been signed by each Member and contained an undertaking by each Member to observe all and each of the provisions hereof.
- (b) Every engagement or liability of a Member in respect of any insurance or otherwise shall for all purposes relating to enforcing such engagement or liability be deemed to be an engagement or liability by or on the part of such Member to the Association, and not to any other Member or other person and all moneys payable thereunder shall be paid to the Association.
- (c) All claims against the Association shall be made and enforced against the Association only.
- (d) **The Association is a corporation and has a legal personality of its own which is entirely separate from that of its Members or any one of them. The Association, and not each Member, shall be the insurer of the Members. No Member insures any other Member. Accordingly, every engagement or liability of a Member in respect of any insurance or other obligation of the Association shall for all purposes, including without limitation the enforcement of such engagement or liability, be (and shall be deemed to be) an engagement or liability to the Association and not to any other Member. All monies payable in respect of any such engagement or liability shall be payable to the Association and not to any other Member. No partnership between Members shall be created by such engagement or liability. Any engagement and liability on the part of Members shall be several and not joint unless expressly otherwise provided. Any claim in respect of the insurance provided by the Association may only be made and enforced against the Association and shall not be made or enforced against any Member.**

Article 44 - Appointment, Rotation, Disqualification and Removal of Directors

The office of a Director shall be vacated:-

- (a) Upon his death or if a receiving order shall be made against him or if he shall become bankrupt or make any composition or arrangement with his creditors generally or if he shall become incapable by reason of mental disorder of managing and administering his property and affairs.
- (b) If he ceases to be a Director, or be prohibited from being a Director by an Order made by a court of competent jurisdiction.
- (c) If he resigns his office by notice in writing to the Association.
- (d) **If the Board determine that he no longer meets its criteria for the appointment of a Director.**

Article 75 Notices

- ~~(a) Any notice or other documents required to be served in accordance with this Constitution on a Member may be served by sending it through the post or by sending it by telegram,~~

~~cable, radio telegraph, telefax or telex addressed to such Member at his address as appearing in the Register of Members of the Association.~~

~~(b) Any notice or other document if served by post shall be deemed to have been served on the day following the day on which the letter containing the same was put into the post, and in proving such service it shall be sufficient to show that the letter containing the same was properly addressed and put into the post. Any such notice or other document if served by telegram, cable, radio telegraph, telefax or telex shall be deemed to have been served on the day on which it was handed into the telegraph, cable, or radio telegraph office or, in the case of telex or telefax, despatched, and in proving such service it shall be sufficient to show that such telegram, cable or radio telegraph was duly handed in or, in the case of telex or telefax, that the notice or other document was duly despatched.~~

(a) Any notice, demand, order, direction, recommendation, request or other document (hereinafter referred to collectively as "notice or other document") required by the Constitution to be served on a Member may be served as the Managers may determine in any one or more of the following modes:-

(i) personally, or

(ii) by sending it through the post in a prepaid letter, telefax, telex, courier or electronic mail addressed to him at his address as appearing in the Register of Members; or at any other address of which he has given written notice to the Managers as his address for service; or

(iii) If a vessel to which the notice or other document relates, or another vessel entered by the Member whose period of insurance has not come to an end, was last entered for insurance, or her insurance was last renewed (whichever is the later), through a broker or other agent, at any place of business of that broker or agent.

(b) Every notice or other document served as aforesaid shall, if posted, be deemed to be served on the day following the day of postage; if sent by telex or telefax, courier or electronic mail, on the day of despatch. In any case proof of posting, handing in or despatch shall be sufficient proof of service.

(c) The successors of any Member served as aforesaid with any notice or other document shall be bound by that notice or other document whether or not the Association has notice of that person's death, disability, lunacy, bankruptcy or liquidation.

Article 85 – Arbitration

~~If any difference or dispute shall arise between a Member, former Member, or Co-Assured and the Association concerning the construction or effect of the Constitution or arising out of or in connection with the Rules or any bye law made thereunder or arising out of or in connection with the Rules or any bye law made thereunder or arising out of any contract between the Member, former Member or Co-Assured and the Association or as to the rights or obligations of the Association or the Member, former Member or Co-Assured thereunder or in connection therewith or as to any other matter whatsoever, such difference or dispute shall be referred to the Arbitration in London of a sole legal Arbitrator. Such Arbitrator shall be a practising Queen's Counsel of the Commercial Bar or, if no such Queen's Counsel is available, any other practising Queen's Counsel.~~

~~The submission to arbitration and all the proceedings therein shall be subject to the provisions of the English Arbitration Act 1950 and any statutory modification or re-enactment thereof. In any such Arbitration any matter decided or stated in any Judgement or Arbitration Award (or in any reasons given by an Arbitrator or Umpire for making any Award) relating to proceedings between the Member, former Member or Co-Assured any any third party, shall be admissible in evidence. The obtaining of any Arbitration Award as hereinbefore provided shall be a condition precedent to the right of any Member, former Member or Co-Assured to bring or maintain any action, suit, or other legal proceedings against the Association in respect of any such difference or dispute.~~

- (a) If any difference or dispute shall arise between a Member and the Association as to the rights or obligations of the Association or the Member or as to any other matter whatsoever, such difference or dispute shall be governed by English law and referred to the Arbitration in London of a sole legal Arbitrator. Such Arbitrator shall be a practising Queen's Counsel of the Commercial Bar and if unavailable any other practising Queen's Counsel and the submission to Arbitration and all the proceedings therein shall be subject to the provisions of the Arbitration Act 1950 and any Statutory modification or re-enactment thereof. In any such Arbitration any matter decided or stated in any Judgement or Arbitration Award (or in any reasons given by an Arbitrator or Umpire for making any Award) relating to proceedings between the Member and any third party, shall be admissible in evidence.**
- (b) No Member may bring or maintain any action, suit or other legal proceedings against the Association in connection with any difference or dispute unless he has first obtained an Arbitration Award in accordance with this Constitution.**
- (c) For the purpose of this Article except paragraph (d) hereof the term "Member" shall also include a former Member, a Co-Assured, a trustee, an assignee, a successor to the Member and any other companies in the same or associated ownership or management as the Member or any of the foregoing or the shareholders, managers, agents or employees of any of them or any other person or entity claiming any insurance or re-insurance benefit from or other remedy against the Association, whether under this Constitution or the Rules, or under a Bye-law, Certificate of Entry, insuring or re-insuring agreement of this Association by contract or otherwise and the term "the Association" shall include any subsidiary or associated company of the Association or their or its Directors, agents or employees.**
- (d) The Member warrants its authority to bind to Arbitration the other entities and individuals included within the above definition. If any claim shall be made by any of them other than in Arbitration the Member shall procure that such claims be referred to Arbitration forthwith, pending which the Member shall not be entitled to proceed with any claim of its own against the Association connected with the same or any related subject matter; and the Association shall be entitled to recover from the Member any amounts agreed or adjudged to be due from the Association, and any costs incurred by it, in connection with any process other than Arbitration.**
- (e) In any difference or dispute where the Member or Association as defined above includes more than one party they shall be deemed one party for the purposes of appointing an Arbitrator, receiving notices, and otherwise in connection with the conduct of the Arbitration proceedings.**
- (f) Any dispute or difference over the interpretation, effect or application of this Arbitration clause shall be decided exclusively by the High Court in London, in accordance with English law.**