



P&I Rule Changes 2026/2027



Contents

P&I Rule changes 2026/2027	3
P&I Rule 1	Definitions of rules and language..... 3
	<i>The Association will no longer publish the rules in Swedish, and the Swedish version will therefore no longer prevail over the English version.</i>
	<i>Definition of Cargo added.</i>
	<i>Definition of Passenger moved from Appendix II</i>
P&I Rule 2	Nature of cover..... 4
	<i>Updated section regarding handling of personal data (GDPR) .</i>
P&I Rule 4	Liabilities in respect of cargo..... 5
	<i>Rule 4 Section 1: Deck cargo wording changed to emphasize that it is required that both a) the vessel and b) cargo, containers or similar articles of transport are suitable for deck carriage.</i>
	<i>Rule 4 Section 2: Enhanced cover for Through Transport which is now in line with the Pooling Agreement. It should however be noted that cover under this rule will as before always be subject to prior agreement by the Club.</i>
	<i>Rule 4 Section 1: Deviation wording changed to be in line with the Pooling Agreement.</i>
P&I Rule 10	Conditions..... 7
	<i>Alignment with recent change in the Pooling Agreement in relation to rights of recourse against the shipper for shipment of dangerous goods.</i>
P&I Rule 11	Exclusions 8
	<i>Rule 11 Section 2(f): New clause making it explicitly clear that member's internal administration costs in handling a covered P&I claim is not recoverable from the Association.</i>
	<i>Rule 11 Section 3: Inclusion of Pneumatic Barriers in Specialist operations following an update of the Pooling Agreement with effect from 20 February 2026. Remainder of changes aligns the specialist operations wording with the Pooling Agreement.</i>
P&I Rule 12	Other provisions 11
	<i>Insertion of non-war certificates issued under the Athens Convention in accordance with the Pooling Agreement.</i>



P&I Rule changes 2026/2027

P&I Rule 1 Definitions of rules and language

- Change:
- The Association will no longer publish the rules in Swedish, and the Swedish version will therefore no longer prevail over the English version.
 - Definition of Cargo added.
 - Definition of Passenger moved from Appendix II

Rule 1 Definitions of rules ~~and language~~

~~The Swedish wording of these Rules, of which this is an English translation, shall prevail in case of a dispute.~~

Headings and List of Contents form part of these Rules whereas Index to the Rules and Explanatory Notes are for guidance only.

In these Rules the following words or expressions shall mean

...

Cargo

Goods (other than a container supplied by or on behalf of the Member) carried under a contract of carriage.

...

Passenger

Any person carried onboard a ship under a contract of carriage or who, with the consent of the carrier, is accompanying a vehicle or live animals covered by a contract for the carriage of goods.



P&I Rule 2 Nature of cover

Change: Updated section regarding handling of personal data (GDPR) .

Rule 2 Nature of cover

The cover afforded by the Association is set out in these Rules subject to any special terms which may be agreed. The Member shall have the burden of proving that any claim against the Association results from a risk covered by the Rules.

The Member is covered in respect of liabilities, costs or expenses incurred by him in his capacity as owner, operator or bareboat charterer of the entered ship and arising out of an event during the period of insurance in direct connection with the operation of that ship.

Unless the Association otherwise decides the Member is only covered in respect of such sums as he has paid to discharge liabilities, costs or expenses referred to in Chapter II.

The cover afforded by the Association shall not include the deductible fixed by the Association or otherwise agreed with the Member.

The cover afforded by the Association shall not exceed the sum to which the Member would be entitled to limit his liability under applicable law on limitation of liability.

These Rules are subject to the Articles of the Association. Furthermore, the General Swedish Marine Insurance Plan of 2006 (SPL 2006) and Swedish Law in relevant parts to apply in matters not provided for in these Rules.

The Association may amend these Rules at any time during the period of insurance in order to avoid the Association becoming subject to any sanction, prohibition or adverse action by any State or International organisation.

~~The Association will process the Member's employees' and representatives' personal data in accordance with applicable data protection legislation and the Association's integrity policy. The Member undertakes to inform its employees and representatives of the Association's processing of their personal data and that the Member will transfer personal data to the Association.~~

The Association will process the personal data of the Member's employees and representatives in accordance with applicable data protection legislation and the Association's Privacy Policy for handling of claims. The Member undertakes, at the time of notifying the Association of a Claim, to provide its employees and representatives with a copy of the Privacy Policy (available on the Associations website) and to inform them that their personal data will be processed in accordance therewith.



P&I Rule 4 Liabilities in respect of cargo

Change:

Rule 4 Section 1: Deck cargo wording changed to emphasize that it is required that both a) the vessel and b) cargo, containers or similar articles of transport are suitable for deck carriage.

Rule 4 Section 2: Enhanced cover for Through Transport which is now in line with the Pooling Agreement. It should however be noted that cover under this rule will as before always be subject to prior agreement by the Club.

Rule 4 Section 1: Deviation wording changed to be in line with the Pooling Agreement.

Rule 4 Section 1 Cargo Liabilities

Liabilities, costs or expenses for loss, shortage, damage or other responsibility relating to cargo before, during or after the contracted transport by the entered ship.

The cover afforded by the Association is limited to the period from the time the goods are loaded on, to the time they are discharged from the ship, unless otherwise extended pursuant to mandatory rules of law and, in any event, is limited to a period starting a maximum of fourteen days before the commencement of the transport and ending a maximum of fourteen days after its completion.

For cargo which is the property of the Member, cover is provided by the Association to the same extent as if the cargo had been the property of a third party.

For deck cargo, cover is afforded by the Association provided that the ~~ship vessel and~~ cargo, ~~and~~ containers ~~and or~~ similar articles of transport are suitable for deck carriage in all the circumstances and that the bill of lading, waybill or other document containing or evidencing the contract of carriage contains a valid liberty clause to carry such cargo on deck and either

- (a) states that the cargo is being so carried and excludes all liability for loss or damage to such cargo or
- (b) makes the carriage subject to the Hague Rules or the Hague-Visby Rules.

Where the value of any cargo is declared to be more than USD 2,500 by reference to a unit, piece, package or otherwise in the bill of lading, waybill or other document containing or evidencing the contract of carriage, and where the effect of such declaration is to deprive the Member of any right of limitation to which he would otherwise have been entitled then liabilities exceeding USD 2,500 in respect of any such unit, piece, or package are excluded from cover.

Rule 4 Section 2 Cargo liabilities during through transports and lighterage

Liabilities, costs or expenses in respect of ~~loss or damage or other responsibility relating to cargo carried by means of transport other than the Ship~~ loss of or damage to cargo during through transports while the cargo is in the care of another carrier provided that the transport is performed under a through or transshipment bill of lading or other document of carriage approved by the Association providing for carriage partly to be performed by the entered ship. ~~Damage caused by cargo is covered only if the claim is brought under the document of carriage.~~

Liabilities, costs or expenses in respect of cargo during contractual and customary lighterage.



Rule 4 Section 8 Deviation

The Association shall not be liable to compensate the Member for liabilities, costs or expenses ~~for which the Member has become liable as a consequence of a deviation whether geographical or other forms of deviation such as by delay or by non-performance~~ arising out of a deviation or departure from the contractually agreed voyage or adventure which deprives the Member of the right to rely on defences or rights of limitation which would otherwise have been available to the Member.

Where the Member has reported the deviation to the Association as soon as he became aware of it, the Association may, at its discretion, agree to cover the Member fully, partly or against special conditions or an additional premium. ~~Where the Association finds it necessary for the Member to arrange a special insurance to cover the deviation, the Association may agree to arrange such a cover on the Member's behalf and at his expense.~~



P&I Rule 10 Conditions

Change: Alignment with recent change in the Pooling Agreement in relation to rights of recourse against the shipper for shipment of dangerous goods.

Rule 10 Section 2 Standard terms of contract

(a) Contracts for carriage of goods

Liabilities, costs and expenses arising out of or in connection with contracts for carriage wholly or partly by sea to the extent such liabilities, costs and expenses:

- (i) ~~Such contracts~~ shall not impose upon the Member a higher liability than would follow from the Hague Rules or the Hague-Visby Rules; and ~~shall preserve Member's rights of recourse in accordance with the Hague Rules or the Hague-Visby Rules and or mandatory applicable law~~
- (ii) save insofar as an Association shall exercise a discretion under its Rules, would not have been incurred or borne by the Insured Owner but for its waiver or limitation of, or failure to incorporate, rights of recourse that would have been available under a bill of lading contract which incorporated:
 - a. Article IV Rule 6 (Goods of an inflammable, explosive or dangerous nature) of the Hague or Hague Visby Rules; or
 - b. any equivalent provision under other applicable law,

~~provided that such liabilities, costs and expenses shall not be excluded if such rights of recourse are not available by reason of mandatorily applicable law.~~

~~The discretion referred to in this Rule 10 section 2(a)(ii) shall be deemed to be only to a discretion as to whether to accept the claims in respect of such liabilities, costs or expenses exercised after the occurrence of the event which gave rise to them.~~



P&I Rule 11 Exclusions

Change:

Rule 11 Section 2(f): New clause making it explicitly clear that member's internal administration costs in handling a covered P&I claim is not recoverable from the Association.

Rule 11 Section 3: Inclusion of Pneumatic Barriers in Specialist operations following an update of the Pooling Agreement with effect from 20 February 2026. Remainder of changes aligns the specialist operations wording with the Pooling Agreement.

Rule 11 Section 2 General Exclusions

The Association shall not be liable for

- (a) costs or expenses incurred for the normal fulfilment of a transport obligation,
- (b) costs or expenses incurred to make the ship fit to receive cargo,
- (c) costs or expenses incurred to discharge, reload, restow, store or tranship cargo or other similar measures caused by overloading, bad trim or incorrect stowage of the ship,
- (d) liability in relation to specie, bullion and precious metals or stones, plate or other objects of a rare or precious nature, cash, bank notes or other forms of currency, bonds or other negotiable instruments unless the carriage thereof has been approved by the Association,
- (e) liabilities, costs and expenses arising out of salvage or wreck removal operations conducted by the entered ship except for the purpose of saving or attempting to save life at sea,
- (f) ~~vacant~~, Member's internal administrative costs or expenses.
- (g) loss of or damage to containers or similar articles of transportation owned, borrowed, leased or bought under reservation of title by the Member,
- (h) liabilities, costs or expenses arising out of the failure to arrive or late arrival of the entered ship at the port or place of loading or the failure to load any particular cargo in the entered ship,
- (i) liabilities, costs or expenses arising out of intentional discharge of cargo at a port or place other than that stipulated in the contract of carriage,
- (j) the Member's loss of time, freight or other revenue or Member's liability towards a charterer to pay such loss, extra fuel consumption, port charges or other similar expenses which would have been his own operational costs save for the Charter,
- (k) liabilities, costs or expenses arising out of the entered ship carrying contraband or being employed in blockade running or in an unlawful trade or in a trade which under the circumstances is imprudent, unsafe, unduly hazardous or improper,
- (l) loss of or damage to the entered ship or any part thereof, its equipment, accessories,



spare parts, stores or supplies whether owned by the Member or not, save for liabilities in respect of bunkers belonging to a charterer;

(m) loss arising out of irrecoverable debts or out of the insolvency of any person.

Rule 11 Section 3 Exclusions for certain operations

The cover afforded by the Association shall exclude liabilities, costs or expenses arising out of:

(a) salvage operations, including wreck removal, performed by the Member unless incurred for the purpose of saving or attempting to save life at sea or incurred by a professional salvor and the Association has agreed in advance to afford cover for such operation,

(b) drilling or production operations in connection with oil or gas exploration or production,

(c) specialist operations, meaning dredging, blasting, pile-driving, well-intervention, cable or pipelaying, construction, installation or maintenance work, core sampling, mining, depositing of spoil, power generation, ~~and~~ decommissioning, ~~and the deployment, operation and recovery of pneumatic barriers~~, to the extent the liabilities, costs and expenses arise as a consequence of:

(i) claims which are brought by a party for whose benefit the work has been performed, or by a third party ~~(whether connected with any party for whose benefit the work has been performed or not)~~, in respect of the specialist nature of the operation; or

(ii) the failure to perform such specialist operations by the Member or the fitness for purpose or quality of the Member's work, products or services; or

(iii) any loss of or damage to the contract work ~~save for loss of life, injury or illness of crew and another personnel onboard the entered ship, the wreck removal of the entered ship, and oil pollution from the entered ship, or the threat thereof, to the extent such liability is covered by these Rules,~~

~~Provided always that this exclusion shall not apply to liabilities, costs and expenses incurred by the Member in respect of:~~

~~(i) loss of life, injury or illness of crew and another personnel onboard the entered ship; or~~

~~(ii) the wreck removal of the entered ship; or~~

~~(iii) and oil pollution from the entered ship, or the threat thereof,~~

~~but only to the extent such liabilities, costs and expenses are is covered by these Rules,~~

(d) ~~waste incineration or waste~~ disposal operations unless carried out as an incidental part of other commercial activities not being a specialist operation mentioned above,

(e) the operation by the Member of submarines, mini-submarines, diving bells or remotely operated underwater vehicles and activities of professional or commercial divers where the Member is responsible for such activities save for

(i) activities arising out of salvage operations



- (ii) incidental diving operations carried out in relation to the inspection, repair or maintenance of the entered ship; and
- (iii) recreational diving activities
- (f) loss of or damage to or wreck removal of cargo carried on a semi-submersible heavy lift ship or any other ship designed exclusively for the carriage of heavy lift cargo, save to the extent that such cargo is being carried under the terms of a contract on Heavycon terms or any other terms approved by the Association,
- (g) in respect of non-marine personnel employed otherwise than by the Member where the ship operates as an accommodation unit unless there has been a contractual allocation of risk between the Member and the employer of the personnel and the contract includes a knock for knock agreement which has been approved by the Association
- (h). hotel and restaurant guests, other visitors, and catering crew where the ship is moored, otherwise than on a temporary basis, and is open to the public as a hotel, restaurant, bar, and/or other place of entertainment.



P&I Rule 12 Other provisions

Change: Insertion of non-war certificates issued under the Athens Convention in accordance with the Pooling Agreement.

Rule 12 Other Provisions

In no circumstances shall the Association be obliged to provide security to obtain the release of or to prevent the arrest or attachment of the entered ship or of any property or assets of the Member.

The Member shall upon demand reimburse to the Association such sum or sums as the Association has paid on behalf of the Member under any bail, guarantee, certificate or security whatsoever provided by the Association to the extent that such payment in the opinion of the Association is in respect of liabilities, costs and expenses not recoverable from the Association.

Notwithstanding the exclusions in Rule 11 Sections 5 and 7, the Association will discharge on behalf of the Member liabilities, costs, expenses arising under a demand made pursuant to the issue by the Association on behalf of the Member of

(a) a guarantee or other undertaking given by the Association to the Federal Maritime commission under Section 2 of US Public Law 89-777, or

(b) a certificate issued by the Association in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 or 1992 or any amendments thereof, or

(c) an undertaking given by the Association to the International Oil Compensation Fund 1992 in connection with the Small Tanker Oil Pollution Indemnification Agreement (STOPIA), or Tanker Oil Pollution Indemnification Agreement (TOPIA), or

(d) a certificate issued by the Association in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001, or

(e) a non-war certificate issued by the Association in compliance with either the Athens Convention relating to Carriage of Passengers and their Luggage by Sea, 2002 and Guidelines for its implementation, or Regulation (EC) No 392/2009 of the European Parliament and of the Council which gives effect thereto, or

(f) a certificate issued by the Association pursuant to Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007, or

(g) a certificate in compliance with Regulation 2.5.2, Standard A2.5.2 and Regulation 4.2, Standard A4.2.1(b) of the Maritime Labour Convention 2006, as amended (MLC 2006) or domestic legislation by a state party implementing MLC 2006.