

## **BRISTOL BAY RESERVE**

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**BRISTOL BAY RESERVE  
SELECTION COMMITTEE**

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BELLINGHAM**

**DOUG ELWELL  
MARYSVILLE**

**BUCK GIBBONS  
BELLINGHAM**

**MIKE LARUSSA  
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**DARRIN MANOR  
BAINBRIDGE ISL.**

**JEFF OSBORN  
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**MANAGER**

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# BRISTOL BAY RESERVE ARTICLES OF ASSOCIATION

<b>Date organized</b>	<b>October 21, 1995</b>
<b>Articles amended</b>	<del>December 17, 1999</del>
	<u>December 22, 2004</u>
	<u>April 17, 2006</u>

## Article I INTRODUCTION

**1** The Bristol Bay Reserve ("BBR") is a voluntary association of fishing vessel owners who are also members of the Purse Seine Vessel Owners Association ("PSVOA"). BBR conducts business under the authority of the Revised Code of Washington, Title 48.01.050.

**2** The purpose of BBR is to promote the safe operation and maintenance of vessels, provide for the investigation and adjustment of claims, and create a fund for the payment of losses or claims made by or against its Members.

BBR shall also establish and pursue policies to promote the economic well-being of the Bristol Bay drift gillnet salmon and other related commercial fisheries. These policies shall be developed by the Review Committee and be approved at a membership meeting.

## Article II MEMBERSHIP

**1** Membership is available to any person or entity that is either:

- a** The owner of a vessel named in a BBR certificate of insurance;
- b** The charterer of a named vessel; or

c The operator of a named vessel who replaces the owner or charterer for a particular voyage or operation.

2 Any applicant who desires membership shall complete an application form and provide a recent vessel survey together with any other particulars or information required by BBR.

3 BBR and the Manager shall have the absolute discretion to refuse any application for membership.

4 The information given in the application shall, if the application is accepted, form the basis of the contract of insurance between the Member and BBR. It is a condition of membership and such insurance that all of the information contained in the application and vessel survey be true so far as the Member knew or could have reasonably ascertained.

5 As soon as is reasonably practicable after accepting an application for membership, BBR shall issue a certificate of insurance stating the terms and conditions under which the Member and vessel have been accepted for insurance.

6 Membership and insurance shall commence on the date specified in the certificate of insurance and shall continue until noon on January 1 of the following year or such other time specified, unless terminated.

7 Membership and related insurance coverage is conditioned upon payment of annual dues to Bristol Bay Reserve Association in such amount as approved at a membership meeting. Dues shall be payable on or before August 31<sup>st</sup> and shall not be considered for purposes of calculating member surplus accounts.

### **Article III MANAGEMENT**

PSVOA and the Selection Committee shall jointly administer and manage BBB.

1 **Selection Committee.** The seven member Selection Committee ("Committee") shall be elected from the membership or selected by PSVOA for a term of two years, three Committee

members being selected at one annual meeting and four at the succeeding annual meeting. In the event of the resignation, death or removal of a Committee member, a successor shall be chosen by the Committee to serve until the next annual meeting.

**2** The Committee shall elect a president and secretary each year. The president shall serve as chairman of all meetings of the Committee. The presence of four Trustees or proxies will constitute a quorum for the transaction of business. A majority will decide all questions submitted to a vote, except membership applications and renewals, which shall be decided according to such rules that are established by the Committee.

**3** The Committee in consultation with PSVOA shall have the authority and responsibility to:

- a** Review and pass upon all membership applications and renewals;
- b** Establish valuations of vessels;
- c** Determine the type and amount of insurance coverage provided, and;
- d** Decide whether an occurrence or incident forms a valid claim against BBR.

**4** **Manager-PSVOA.** PSVOA shall serve as the "Manager" of BBR and has the authority and responsibility to:

- a** Keep records of all business transactions;
- b** Investigate and adjust all claims;
- c** Supervise the handling and investing of all funds;
- d** Set the rates of contribution identified in Article VIII, and;
- e** Establish all general policy guidelines for the operation of BBR.

**5** PSVOA may delegate to an employee or agent the day-to-

day running of BBR, who may at any time select and appoint surveyors, attorneys, accountants or other persons for the orderly conduct of BBR activities.

## Article IV COVERAGES

The standard coverages afforded by BBR to its Members, subject to the procedures, conditions and exclusions set out in these Articles, are as follows:

**1 Hull Machinery.** Loss or damage to the machinery of a vessel or skiff, subject to the terms and conditions of the American Institute Hull Clauses ("AIH") dated June 2, 1977.

**Deductible.** During the first year of ~~membership~~ hull machinery coverage, from the amount of each adjusted claim, the sum of \$3,000 plus 40% of the amount of insurance shown on the certificate of insurance shall be deducted. The latter portion of the deductible amount will decrease to 30% of the amount of insurance in the second year of ~~membership~~ coverage, 20% in the third year of ~~membership~~ coverage and 10% in the fourth and succeeding years of ~~membership~~ coverage.

**2 Hull.** Loss or damage to vessel or skiff, subject to the terms and conditions of the AIH, which shall be read:

**a** Not to include the following provisions of the ADVENTURE clause at lines 63 through 66:

"...nor shall the vessel, in the course of trading operations engage in loading or discharging cargo at sea, from or into another vessel other than a barge, lighter or similar craft used principally in harbors or inland waters. The phrase 'engage in loading or discharging cargo at sea' shall include while approaching, leaving or alongside, or while another vessel is approaching, leaving or alongside the vessel."

- b Modifying lines 18-19 and the ADDITIONAL PERILS (INCHMAREE) Clause at lines 79 through 86 as follows:

BBR will not cover or pay for the following:

- (1) Damage to an engine or electronic equipment aboard the vessel caused by the negligence of the Member, other approved operators, crew, or repairmen with respect to the care, maintenance or repair of the engine or electronic equipment;
- (2) Damage to an engine aboard the vessel caused or resulting from a latent defect of any part of the engine. The word "engine" as defined in this section includes the main propulsion engines and reduction gears, as well as any auxiliary engines; and
- (3) Breakdown of motor generators, or other electrical machinery and electrical connections, bursting of boilers and breakage of shafts.

- c **Deductible.** From the amount of each adjusted claim, the sum of \$3,000 shall be deducted. For claims involving damage to a vessel's single or dual outdrive(s), the additional sum of \$2,000 or \$4,5000 respectively shall be deducted.

**3 Protection & Indemnity.** Liability to pay damages or compensation to crew, passengers and other third parties arising out of death, illness or personal injury; together with other specified risks, subject to the terms and conditions of the SP-38 Protection & Indemnity Clauses.

- a **Deductible.** From the amount of all adjusted claims arising under a single occurrence, the sum of \$2,500 shall be deducted. Upon the submittal of a claim, the Member shall pay the \$2,500

deductible. If the deductible is not received, BBR shall withhold the amount from the Member's surplus, if any, or add the deductible to the Member's insurance contribution.

- b Excess Collision.** The Protection and Indemnity (P&I) coverage contained in this Article is extended to include Excess Collision as contained in lines 158-184 of the AHI but only for the difference between the vessel's P&I limit and the vessel's Hull & Machinery agreed value, and only if that agreed value is less than the P&I limit.

In no event shall this coverage extend to vessels not carrying Hull and Machinery insurance or shall BBR liability exceed the P&I limit.

- c Personal Effects Liability.** This coverage is extended to include liability for the loss or damage to the personal effects of a crewman in an amount no greater than \$1,500, subject to the applicable deductible.

**4 Net & Gear.** Loss or damage to fishing net and gear while aboard the vessel or ashore in a secure location subject to the terms and conditions of the AHI. BBR will only cover or pay for fishing net and gear specifically identified and valued in the membership application or renewal.

- a Deductible.** From the amount of each adjusted claim, the sum of \$1,000 shall be deducted.

**5 Pollution.** Loss or liability to pay damages, fines or penalties arising from the spillage or leakage of oil, or other contamination, subject to the terms and conditions of the Limited U.S. Oil Pollution Policy dated June 1990.

**6 Breach of Warranty.** Indemnify the interests of the mortgagee for loss or damage to a vessel, which in the absence of an act of the Member or other vessel operator, would have been covered under these Articles subject to the terms and conditions of the Institute Mortgagee's Interest Clauses Hulls dated March 1986.

## Article V EXCLUSIONS

- 1 BBR shall not cover or pay for losses or claims where:
  - a The vessel is operated by any person other than the Member identified in the certificate of insurance or other persons with the approval of the Manager.
  - b The vessel is operated outside the waters/trading and crew warranties set forth in the certificate of insurance.
- 2 BBR shall not cover or pay for loss or damage to the vessel resulting from:
  - a Non-compliance with the requirements set forth in Article VI (2)(a-h).
  - b Failure to repair, replace or otherwise comply with all recommendations set forth in the survey of the vessel as required under Article VI (3).
- 3 BBR shall not cover or pay for loss or damage to vessel:
  - a Equipment and supplies not identified in the vessel survey.
  - b Engines, electronic equipment, machinery, generators, electrical machinery and electrical connections, boilers and shafts resulting from those perils set forth in Article IV (2)(b)(1-3).

## Article VI CONDITIONS

- 1 **Limits of Insurance.** BBR shall provide insurance only for those coverages shown on the certificate of insurance indicated by a specific amount or limit of insurance and contribution charge.

BBR shall cover and pay losses or damages up to the amount of insurance shown on the certificate of insurance. The total liability under Article IV resulting from one occurrence or

event shall not exceed one million dollars (\$1,000,000) per coverage, or the limit of insurance for each coverage shown on the certificate of insurance, whichever is less. This per coverage limit applies regardless of the number of claims submitted, persons injured or Members and other persons identified in the certificate of insurance.

**2 Vessel Requirements.** Member vessels shall be subject to all of the following requirements:

- a** At least two effective dewatering devices.
- b** Audible bilge alarms and such other alarms as may be required by the Manager.
- c** Audible heat sensing or fire detection alarm in the engine room and over the galley stove.
- d** A two-way marine VHF radio, fathometer, radar and watch alarm.
- e** Three Class B fire extinguishers installed in the engine room or in such other locations as required by the Manager.
- f** All stove and engine exhaust must be clear of all woodwork.
- g** Propane (LPG) stoves must have type "K" or "L" copper tubing or flexible hose labeled for LPG.
- h** Oil fired stoves must have copper tubing or flexible non-metallic U.S.C.G. type "A" hose.
- i** Carbon monoxide detector.
- j** Compliance with all applicable safety regulations under the Commercial Fishing Vessel Safety Act of 1988.

**3 Survey of Vessel.** Unless otherwise determined by the Manager, the Member shall every three years or sooner submit an

out of water survey report showing that the vessel has been inspected and valued. When and if a survey is required the Member shall:

- a Provide all facilities required for such survey; and
- b Comply with all recommendations as the Manager may make following the survey.

**4 Other Insurance.** If the vessel has an agreed value higher than the amount of insurance assumed by BBR, then the coverage will be part of, and will not be considered primary or excess coverage. BBR will not assume the obligation of any insurance company or other entity providing coverage to the vessel or Member.

BBR insurance is excess over any valid and collectible insurance covering against any loss or claims that otherwise would have been paid by BBR. But if the other insurance is specifically written as excess coverage, the limit of BBR coverage applies first.

**5 Coverage Changes.** If any coverage under Article IV is broadened without an additional contribution, the coverage will apply immediately. Any restrictions of coverage will not apply until the next renewal.

## **Article VII REINSURANCE**

**1** The Manager shall purchase a policy of reinsurance to reduce the amount of risk in connection with any one or aggregate number of claims made against BBR. Unless otherwise agreed in the reinsurance policy, the provisions of these Articles shall bind the reinsurer. Where the reinsurer modifies these Articles by limiting or excluding coverage, the terms and conditions of the reinsurance policy shall apply.

**2** The original reinsurance policy and these Articles with the applicable terms and conditions of coverage identified in Article IV, paragraphs 1-6, are on file and available for inspection at the offices of the Manager, or upon request will be mailed to the Member.

## Article VIII RATE OF CONTRIBUTION

BBR shall provide the coverage described in the Member's certificate of insurance. In return, the Member shall comply with all conditions of membership and pay the following contribution rates.

- 1 Hull Machinery.** Three (3%) of the amount of insurance per annum.
- 2 Hull.** One and one-quarter percent (1.25%) of the amount of insurance per annum, subject to the following additional contribution rates:
  - a** Four-hundreds of one percent (0.0417%) of the amount of insurance for each month the vessel is engaged in fishing operations. This additional contribution, if any, shall be added to the Member's contribution owing in the succeeding year.
  - b** One-tenth of one percent (0.10%) of the amount of insurance per annum when the vessel is transported over land or water.
- 3 Protection & Indemnity.** A varying rate depending on the areas of operation, fisheries, number of crew and amount of insurance.
- 4 Pollution.** A varying per annum rate depending on vessel tonnage and amount of insurance.
- 5 Breach of Warranty.** One-tenth of one percent (0.1%) of the amount of insurance per annum.
- 6 Net & Gear.** One percent (1%) of the amount of insurance per annum.
- 7 Adjustments.** Contributions for any year may be adjusted in such amounts as may be determined by the Manager, or by the membership at the annual meeting or any special meeting.

## **Article IX PAYMENT OF CONTRIBUTION**

- 1** Unless otherwise provided in the certificate of insurance or agreed to by the Manager, one-half of the annual contribution shall be payable on or before January 31 of that year, and the remaining contribution on or before August 31 of that same year.
- 2** If membership is cancelled or withdrawn and no claim is pending or later submitted the Member shall have no obligation to pay contributions beyond the date of cancellation or withdrawal.
- 3** If membership is cancelled or withdrawn and a claim is pending or later submitted for that year, the Member shall be obligated to pay the entire contribution amount shown on the certificate of insurance.

## **Article X CLAIMS PROCEDURE**

- 1** The Member must promptly notify the Manager of every occurrence or event which gives rise, or could give rise to a claim against BBR. The Member shall take all reasonable steps to minimize the claim and in all ways cooperate with and assist BBR in any matter relating to the claim.
- 2** Claims shall be adjusted and paid subject to the forms of coverage identified in Articles IV (1-6), VI, and VII.
- 3** Unless otherwise agreed by the Trustees, BBR shall pay only eighty percent (80%) of an adjusted Hull Machinery, Hull or Net & Gear claim amount if:
  - a** The Member fails to notify the Manager within ten (10) days of the occurrence or event giving rise to the claim; or
  - b** Undertakes vessel repairs without first providing notice to the Manager.
- 4** Upon the submittal or payment of a claim, BBR shall be vested with all rights of recovery and subrogation against any person.

The Member is required to cooperate and assist in all matters necessary to secure, protect, and prosecute these rights.

## **Article XI SURPLUS CONTRIBUTIONS**

**1** On December 31 of each year the surplus contributions for that year, if any, shall be credited to each Member account in proportion to the contribution owing and paid for that year. For purposes of calculating this surplus, the amount of any payment to or on behalf of the Member for a claim occurring during that year shall be deducted from the Member's surplus for that year only.

**2** In the fifth year of membership, any surplus from the first year shall be credited against contributions owing in the fifth year. In the sixth and succeeding years of membership, any surplus from the fourth preceding year shall be credited against contributions owing in that year.

**3** If membership is cancelled or withdrawn, surplus credited to that Member account shall be distributed in the year available for payment or credit.

**4** Retained surplus shall be available for the payment of claims without regard to the previous crediting of surplus to Member accounts. Retained or credited surplus shall not be available for the payment of claims occurring in a particular year until all Member contributions owing and paid for that year have been exhausted.

**5** Notwithstanding paragraphs 1-4 of this Article, the Manager in consultation with the Trustees may credit and distribute surplus to Member accounts under such terms and conditions as best serve the interests of PSVOA and the BBR membership.

## **Article XII INVESTMENT OF SURPLUS**

**1** The funds of BBR shall be invested under the direction of the Manager. Investments may include the purchase of stocks,

bonds, securities, real or personal property, deposits in financial accounts, or loans on such terms as the Manager deems appropriate.

2 The Manager may direct that all or any retained surplus credited to a particular year and Member account shall be pooled and invested either as one or separate accounts.

3 If any surplus shall have been so pooled and invested, the Manager may apportion as appropriate, the income resulting from the pooled investments among and between the different surplus years described in Article XI. The Manager shall make this apportionment no later than December 1 of each year.

#### **Article XIII MANAGEMENT FEE**

Unless otherwise provided, the Manager shall receive a management fee equal to (10%) of all Member contributions and surplus distributions.

#### **Article XIV INDEMNITY FOR MANAGER**

1 The Manager shall not be held personally liable for acts or omissions arising out of the performance of its duties.

2 BBR shall provide a defense to any claim made against the Manager arising out of the performance of its duties and will indemnify the Manager for any judgement or settlement rendered against it; provided, however, such defense and indemnity shall not apply to any criminal conduct or fraudulent acts.

#### **Article XV CANCELLATION OF INSURANCE**

1 When a Member fails to pay any contribution amount due BBR, the Manager shall give written notice requiring payment by a specified date. If such payment is not made before the date so specified, then insurance and membership shall be automatically cancelled without further notice.

2 The Member may be reinstated by paying the full contribution owing. Reinstatement shall not entitle the Member to the benefits of these Articles for any claim or loss occurring during the period of cancellation.

3 Unless otherwise agreed by the Manager, membership shall also be cancelled upon the happening of any of the following events:

- a Death of a Member;
- b Sale, transfer or mortgage of the vessel;
- c Change of management or charter of the vessel;
- d Assignment or pledge of the certificate of insurance.

4 The Manager shall have the discretion and authority to cancel any Member who is deemed detrimental to the interests of BBR. The cancelled Member shall be given an opportunity to meet with the Selection Committee regarding the cancellation.

5 When the insurance of a Member is cancelled, BBR shall cease to be liable for any claim or loss that may arise by reason of any occurrence or event after the date of cancellation.

## **Article XVI MEETINGS OF MEMBERSHIP**

1 Membership meeting of BBR shall be held on such dates as determined by the Manager and the Selection Committee. Written notice of the meeting shall be mailed to each Member, not less than five (5) days before the date set for such meeting.

2 Members present, including proxies, must total twenty percent (20%) of the membership to constitute a quorum for the transaction of business and election of the Selection Committee.

3 All questions put to a vote of the membership, except an amendment to these Articles, shall be decided by a majority vote.

## **Article XVII AMENDMENT TO ARTICLES**

**1** These Articles, with the prior consent of PSVOA, may be amended by a two-thirds (2/3) vote of membership at an annual or special meeting.

**2** The duration of BBR shall be perpetual. Dissolution, if ever, shall be conducted on such terms and conditions as may be proposed by PSVOA and approved by a three-fourths vote of membership at an annual or special meeting.