

**To all Members of Class 6
Freight, Demurrage & Defence**

NOTICE IS HEREBY GIVEN that a Separate General Meeting of the Members of Class 6 – Freight, Demurrage & Defence of the Association will be held at the Hilton Hotel, 46, Vasilissis Sofias Avenue, Athens, Greece on Tuesday, 15 January 2019 at 2.00 p.m. for the purpose of considering and, if thought fit, passing the following ORDINARY RESOLUTION:

"That, the Rules of Class 6, Freight, Demurrage & Defence of the Association (the "Class 6 Rules"), be amended with effect from noon GMT on 20 February 2019 as set out in the Annexure" .

The Annexure is attached to this Notice.

By order of the Board.

J A Young
Secretary

12 December 2018

Note: A Member of Class 6 – Protection and Indemnity entitled to attend and vote may appoint a proxy to attend and vote in their stead. Such proxy must be a Member of the Association or the duly authorised representative of a body corporate which is a Member.

Annexure - Class 6 (FD&D) Rule Changes for the 2019/2020 Policy Year

The proposed changes are set out below with additional wording underlined. The words ~~struck though~~ are to be removed from the text of the existing Rules.

RULE 21 **EXCLUSION OF CERTAIN SPECIALIST RISKS**
There shall be no recovery from the Association in respect of any claim relating to liabilities, costs and expenses of an Entered Ship which is:

Amend Rule 21(2) as follows

Drilling and production Ships

Used for drilling, core sampling, or production operations in connection with oil or gas exploration or production, ~~including any accommodation unit moored or positioned on site as an integral part of such operations~~ when the claim arises out of or during such operations.

EXPLANATION: This amendment is to bring the Rule into line as necessary with the revised wording of the parallel provision in the P&I Rules (Rule 21(3)).

Amend Rule 21(7) as follows

Specialist

Ships Used for specialist operations (other than tugs, firefighting Ships and salvage Ships) including but not limited to dredging, blasting, pile-driving, well_ ~~intervention~~ stimulation, cable or pipelaying, construction, installation or maintenance work, core sampling, depositing of spoil, ~~professional oil spill response or professional oil spill response training~~ and power generation and decommissioning, where the claim arises out of or is incurred during those operations.

EXPLANATION: This amendment is to bring the Rule into line as necessary with the revised wording of the parallel provision in the P&I Rules (Rule 21(8)).

Rule 28

CLASSIFICATION AND CONDITION OF SHIPS

Amend Rule 28(1) as follows:

Every Member warrants that every Ship entered by him for insurance in this Class is, and shall remain throughout the period of entry, fully classed with a classification society approved by the Managers and that throughout such period the Member will fully comply with all the rules, recommendations and requirements of such society relating to the Entered Ship.

Provided always that the Board ~~(or, in the case of claims not exceeding US2 million, the Committee)~~ may in its discretion waive compliance with this warranty for such periods and upon such terms as it thinks fit.

EXPLANATION: This amendment is made as reinstatement of cover for otherwise failing to comply with a warranty is a matter for the Board regardless of the value of claim.

Amend Rule 28(4) as follows:

Statutory requirements

Every Member

(i) shall comply with all the statutory requirements of the state of the ship's flag relating to the construction, adaptation, condition, fitment, equipment, manning and loading of the Entered Ship; and

(ii) must at all times maintain the validity of any statutory certificates which are required and issued by or on behalf of the state of the ship's flag.

Provided always that the Board ~~(or, in the case of claims not exceeding USD 2 million, the Committee)~~ may in its discretion waive compliance with this Rule for such periods and upon such terms as it thinks fit.

EXPLANATION: This amendment is made as waiver of a condition of cover for otherwise failing to comply with a statutory requirement is a matter for the Board regardless of the value of claim.