

FREQUENTLY ASKED QUESTIONS

INTRODUCTION

The Association has restyled its charterers' liability and additional insurances covers from 20 February 2020. These changes are being implemented to provide Members with clear and concise language in their policy documentation and to ensure that there is consistency across the range of non-poolable insurance covers that the Association can provide.

In future most Members' non-poolable covers with the Association will be evidenced by a separate *Certificate of Insurance*. Cover for non-pooled insurances will no longer be evidenced as part of each vessel's *Certificate of Entry* which is intended to confirm a vessel's entry in Britannia in accordance with the Association's mutual Rules for its Class 3 (P&I) and Class 6 (FD&D) cover. This change will allow Members to easily distinguish the difference in the limits of the cover and other terms and conditions between their poolable and non-poolable covers.

The full terms and conditions of Britannia's [Charterers' Liability Insurance](#) and [Additional Insurances](#) can be viewed by clicking on the links.

FREQUENTLY ASKED QUESTIONS

WHAT DOES THE ASSOCIATION'S CHARTERERS' LIABILITY INSURANCE COVER?

Cover is bespoke and will be tailored to a Member's individual needs, but typical P&I risks include liabilities in respect of crew, liabilities arising from collisions, liabilities in respect of cargo, damage to property, pollution and fines. Standard cover includes liability for hull damage up to a combined single limit of USD750 million any one accident or occurrence or series of accidents or occurrences arising out of one event. Cover can include through transit liabilities (where the charterer has a liability to cargo during pre- and on-carriage); and can be extended to include cargo owner's legal liability. Ancillary risks such as charterers' bunkers can also be covered.

For full details of the risks covered together with the associated exclusions, limitations and general terms and conditions, see Britannia's [Charterers' Liability Insurance](#).

HAS THE NATURE OF THE COVER CHANGED?

No. The scope of the cover that the Association is providing has not been changed. Britannia's new *Charterers' Liability Insurance* wording has been developed to specifically recognise the particular contractual and trading requirements of charterers.

ARE THERE ANY CHANGES IN THE WORDING THAT I WILL NOTICE?

Yes. New quotes and the new *Certificates of Insurance* will reference specific clauses within Britannia's *Charterers' Liability Insurance* document. This will make quotes for new business easier to follow and allow the production of a clear and concise *Certificate of Insurance* because it will avoid the requirement to include lengthy clauses. In this way the *Certificate of Insurance* will function more like a commercial insurance market document.

HAS THE CLUB MADE ANY OTHER CHANGES?

The development of the new *Charterers' Liability Insurance* cover has provided the Association with an opportunity to use language more relevant to charterers' risks and adopt an easy-to-follow format. This has been done without changing the scope of the cover that the Association is providing.

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WHAT DO THE ASSOCIATION'S ADDITIONAL INSURANCES COVER?

Cover under Britannia's [Additional Insurances](#) policies are bespoke to each Member's unique risk. These covers include all the usual risks that are set out in the Association's *Rules of Class 3* or *Charterers' Liability Insurance* that are not otherwise covered due to policy restrictions and/or exclusions such as under the Pooling Agreement. For full details see: [Additional Insurances](#).

HAS THE NATURE OF THE COVER CHANGED?

No. Cover terms for additional insurances has always been bespoke and there is no change in the scope of the cover provided (except for where the Managers have discussed a particular change with you).

WILL I NOTICE ANYTHING ELSE?

In the majority of cases the Association will evidence these *Additional Insurances* in a separate *Certificate of Insurance* instead of an endorsement to the Member's *Certificate of Entry* or the Charterer's *Certificate of Insurance*. These insurances fall outside the Pooling Arrangements of the International Group of P&I Associations and/or standard cover and for that reason they must be documented and recorded separately. Nevertheless, these changes will mean:

- A greater consistency of cover wordings. Assureds can continue to discuss variations of terms with the Association but from a more certain and uniform base.
- Common language. Wherever possible the Association has used the language of the *Rules of Class 3* so that there is greater harmony between the two.
- The Club can now reference the *Additional Insurances* document on its website, so it no longer needs to include lengthy clauses in its evidence of cover. The *Certificate of Insurance* should be more succinct than previous forms of evidence of cover and can focus on the variables in an Assured's cover.