

**To all Members of Class 3  
Protection and Indemnity**

NOTICE IS HEREBY GIVEN that a Separate General Meeting of the Members of Class 3 – Protection and Indemnity, of The Britannia Steam Ship Insurance Association Europe (“Britannia Europe”) will be held at the Hotel Le Royal, 12 Boulevard Royal, L-2449 Luxembourg, Grand Duché de Luxembourg on Tuesday, 10 January 2023 at 09:30 CET for the purpose of considering and, if thought fit, passing the following ORDINARY RESOLUTION:

"That, the Rules of Class 3, Protection and Indemnity of Britannia Europe (the “Class 3 Rules”), be amended with effect from noon GMT on 20 February 2023 as set out in the Annexure” .

The Annexure is attached to this Notice.

By order of the Board.

A J Cutler  
Director

9 December 2022

**Notes**

1. A Member of Class 3 – 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.
2. A Member may attend the meeting via Zoom, access details to which can be obtained from [nellwood@tindallriley.com](mailto:nellwood@tindallriley.com)

## Annexure – Proposed Class 3 (P&I) Rule Changes for the 2023/24 Policy Year

---

01/23

Proposed Class 3 (P&I) Rule Changes are set out below.

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

Amend Rule 1 as follows

### **RULE 1                      ARTICLES OF ASSOCIATION**

These Rules are subject to the Articles of Association of The Britannia Steam Ship Insurance Association Europe or The Britannia Steam Ship Insurance Association Limited as applicable.

**EXPLANATION:**            *This change reflects the fact that from noon 20 February 2023 the business of Britannia will be written by The Britannia Steam Ship Insurance Association Limited as well as The Britannia Steam Ship Insurance Association Europe.*

Amend Rule 2 as follows:

### **Rule 2                      DEFINITIONS**

In these Rules the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite them respectively in the second column thereof, if not inconsistent with the subject or context.

...

**The Association**            The Britannia Steam Ship Insurance Association Europe or The Britannia Steam Ship Insurance Association Limited as named in the Certificate of Entry.

**EXPLANATION:**            *This change reflects the fact that from noon 20 February 2023 the business of Britannia will be written by The Britannia Steam Ship Insurance Association Limited as well as The Britannia Steam Ship Insurance Association Europe.*

...

Amend Rule 19(19) as follows:

### **RULE 19(19)              FINES**

Fines or other penalties, together with costs and expenses

incidental thereto, imposed in respect of the Entered Ship by any court, tribunal, or authority of competent jurisdiction, upon a Member or upon any Seaman or person whom the Member may be legally liable to reimburse (other than under the terms of a contract or indemnity, unless and only to the extent such terms have been previously approved by the Managers) or reasonably reimburses with the approval of the Managers, for:

**Cargo (A)** Short or over delivery of cargo or failure to comply with regulations relating to declaration of goods or to documentation of the cargo (other than fines or penalties arising from the smuggling of goods or cargo or any attempt thereat), subject always to the Member having cover for his responsibilities in respect of cargo under Rule 19(17).

**Immigration (B)  
laws** Breach of any immigration law or regulation.

**Pollution (C)** The accidental escape or discharge of oil or any other substance subject always to:

(i) the Member having cover for his liabilities together with the costs and expenses incidental thereto, in respect of such accidental escape or discharge under Rule 19(12); and

(ii) any overall limit of liability in respect of such escape or discharge contained in the Certificate of Entry.

**Other faults (D)** Any other act, neglect or default of a Seaman or other servant or agent of the Member in the course of their duties in respect of the Entered Ship and which, in the discretion of the Board (or, in the case of claims not exceeding USD 2 million, the Committee), comes within the scope of the cover afforded by the Association.

PROVIDED ALWAYS THAT:

There shall be no recovery from the Association of a fine or other penalty (nor of the costs and expenses relating thereto):

(i) imposed for the overloading of an Entered Ship; or

(ii) imposed for illegal fishing (including the costs and expenses incurred in defending any allegation of illegal fishing); or

(iii) imposed for the infringement of regulations relating to safe navigation (including the maintenance of proper charts), unless the Board (or, in the case of claims not exceeding USD 2 million,

the Committee) is satisfied that the Member had taken all reasonable steps to prevent the infringement which gave rise to the fine or other penalty; or

(iv) imposed for a criminal activity which the Member had knowledge of, recklessly disregarded, or failed to take reasonable steps to prevent; or

(v) imposed for an infringement of MARPOL regulations where the ship's oily water separator or similar pollution prevention device has been bypassed or rendered inoperable.

(vi) involving the confiscation of an Entered Ship by reason of the infringement of any customs law or customs regulation unless the Board (or, in the case of claims not exceeding USD 2 million, the Committee) in its discretion authorises the recovery, in whole or in part, by the Member of his loss arising by reason of such confiscation.

The Board (or, in the case of claims not exceeding USD 2 million, the Committee) in exercising its discretion under proviso (vi) above shall take account of the following:

(a) the amount recoverable from the Association shall in no circumstances exceed the market value (without commitment) of the Entered Ship at the date of the confiscation;

(b) the Member shall satisfy the Board (or, in the case of claims not exceeding USD 2 million, the Committee) that he took all reasonable steps to prevent the infringement which gave rise to the confiscation;

(c) the Board (or, in the case of claims not exceeding USD 2 million, the Committee) will only consider authorising such a recovery after the Member has been permanently deprived of his interest in the Entered Ship.

**EXPLANATION:** *This change will bring the Rule into line with the 2023 version of the Pooling Agreement.*

Amend Rule 21 as follows:

**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:

...

**Specialist 21(8)  
Operations**

Used for dredging, blasting, pile-driving, well-intervention, cable or pipe-laying, construction, installation or maintenance work, core sampling, mining, depositing of spoil, and power generation and decommissioning, and such other operations as may be determined by the Managers from time to time, to the extent that such liabilities, costs and expenses arise as a consequence of:

(i) Claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not); 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.

**PROVIDED ALWAYS THAT:**

(i) special cover may be agreed between the Member and the Managers under Rule 7.

(ii) to the extent that the Member has cover in accordance with these Rules, the exclusion in Rule 21(8) shall not apply to liabilities, costs and expenses incurred by a Member in respect of:

(a) loss of life, injury or illness of crew and other personnel on board the Entered Ship;

(b) the wreck removal of the Entered Ship;

(c) oil pollution emanating from the Entered Ship or the threat thereof.

**EXPLANATION:**

*This change will bring the Rule into line with the 2023 version of the Pooling Agreement.*