

22 January 2024

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

**Class 6 – Freight, Demurrage & Defence**  
**Endorsement to 2024/25 Policy Year Certificates of Entry – Rule 20.1.10 Communicable Disease Risks**

We refer to the Association's circular dated 10 January 2024 which advised that the resolutions to adopt the proposed alterations to the Rules of Class 6 were approved unanimously by Members at their General Meetings on Tuesday 9 January 2024.

Attached is an endorsement to the 2024/25 Class 6 – Freight, Demurrage & Defence Certificates of Entry in respect of Communicable Disease Risks.

The Board has agreed that Members should benefit from a limited write-back of cover in respect of Communicable Disease Risks, including Coronavirus Diseases, in the amount of USD2,000,000 any one claim and USD4,000,000 in the annual aggregate; cover in respect of Communicable Disease Risks is further limited to an annual aggregate limit of USD10,000,000 in respect of any and all coverages and insurances afforded by the Association to which a Communicable Disease Risks limitation Rule or clause applies.

The attached endorsement shall apply where the Member's Certificate of Entry so states.

Yours faithfully  
Tindall Riley (Britannia) Limited / Tindall Riley Europe Sàrl  
Managers

## Freight, Demurrage & Defence – Communicable Disease Risks Endorsement

Policy Year 2024/25

Risks Period: 12:00:00 UTC 20 February 2024 to 12:00:00 UTC 20 February 2025

It is hereby agreed that Rule 20.1.10 Declared Communicable Diseases is deleted and replaced by the following new Rule 20.1.10 Communicable Disease Risks:

### 20.1.10 Communicable Disease Risks

- 20.1.10.1 In the event that the World Health Organization ('WHO') has determined an outbreak of a *Communicable Disease* to be a Public Health Emergency of International Concern (a *Declared Communicable Disease*), recovery under this insurance in respect of any loss, damage, liability, cost or expense otherwise recoverable hereunder directly arising from any transmission or alleged transmission of the *Declared Communicable Disease* shall be limited to the amounts stated in Rule 20.1.10.7.
- 20.1.10.2 The limitation in Rule 20.1.10.1 shall not apply to any liability of the Member otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a *Declared Communicable Disease* and where the Member proves that identified instance of a transmission took place before the date of determination by the WHO of the *Declared Communicable Disease*.
- 20.1.10.3 However, irrespective of whether the requirements of Rule 20.1.10.2 are met, there shall in any event be no recovery from the Association for any:
- 20.1.10.3.1 liability, cost or expense to identify, clean up, detoxify, remove, monitor or test for the *Declared Communicable Disease* whether the measures are preventative or remedial;
  - 20.1.10.3.2 liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the *Declared Communicable Disease*;
  - 20.1.10.3.3 loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the *Declared Communicable Disease*.
- 20.1.10.4 As used in this Rule 20.1.10, *Communicable Disease* means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:
- 20.1.10.4.1 the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
  - 20.1.10.4.2 the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and
  - 20.1.10.4.3 the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

20.1.10.5 *Coronavirus Diseases*

20.1.10.5.1 Recovery under this insurance to which this Rule 20.1.10 applies in respect of any loss, damage, liability, cost or expense otherwise recoverable hereunder directly arising from any transmission or alleged transmission of any of the following diseases (hereafter referred to collectively as the *Coronavirus Diseases*):

20.1.10.5.1.1 Coronavirus disease (COVID-19);

20.1.10.5.1.2 Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or

20.1.10.5.1.3 any mutation or variation of SARS-CoV-2

shall be limited to the amounts stated in Rule 20.1.10.7.

20.1.10.5.2 The *Coronavirus Diseases* shall each be deemed to be a *Declared Communicable Disease* in accordance with Rules 20.1.10.1 and 20.1.10.4 above, and coverage hereunder shall:

20.1.10.5.2.1 be irrespective of any determination of the WHO under Rule 20.1.10.1;

20.1.10.5.2.2 exclude the provisions of Rule 20.1.10.2, which shall not apply to this Rule 20.1.10.5; and

20.1.10.5.2.3 be subject to the exclusions in Rule 20.1.10.3.

20.1.10.6 This Rule 20.1.10 shall not extend this insurance to cover any liability which would not otherwise have been covered under this insurance.

20.1.10.7 Recovery from the Association where this Rule 20.1.10 applies

20.1.10.7.1 shall be limited to:

20.1.10.7.1.1 a sublimit of USD2,000,000 (see Rule 20.1.10.7.2.3 below); and

20.1.10.7.1.2 USD4,000,000 in the annual aggregate per Member.

20.1.10.7.2 For the avoidance of doubt and for the purposes of this Rule 20.1.10 only the sublimit and annual aggregate limit in Rule 20.1.10.7.1:

20.1.10.7.2.1 apply per Senior Member and pursuant to Rule 8.5 *Limits of cover* where Joint Members are included in the Member as stated in the *Certificate of Entry* shall apply in the aggregate to the Senior Member and any such Joint Members;

20.1.10.7.2.2 apply per Member of The Britannia Steamship Insurance Association Europe ('Britannia Europe') and/or of The Britannia Steamship Insurance Association Limited ('Britannia (UK)'); a Member of both Britannia Europe and Britannia (UK) shall be deemed to be one Member whose recovery shall be limited to the annual aggregate limit in accordance with Rule 20.1.10.7.1.2;

20.1.10.7.2.3 replace the limits of cover otherwise applicable under the terms of this entry and are not in addition to those limits of cover; and

20.1.10.7.2.4 shall not serve to increase the amount otherwise recoverable under this insurance.

20.1.10.7.3 Recovery from the Association in respect of *Communicable Disease Risks* limitation Rules and clauses applying to any and all coverages and/or insurances afforded by the Association is limited to USD10,000,000 in the annual aggregate per Member. For the purposes of *Communicable Disease Risks* limitation Rules and clauses wherever or however evidenced, 'Member' shall mean any person who is any one or more of the following:

20.1.10.7.3.1 a Member insured under the Association's *Rules of Class 3*;

20.1.10.7.3.2 a Member insured under the Association's *Rules of Class 6*;

20.1.10.7.3.3 an Assured insured under the Association's *Charterers' Liability Insurance*;

20.1.10.7.3.4 an Assured insured under the Association's *Additional Insurances* as set out in any relevant *Certificate of Entry* or *Certificate of Insurance* issued by the Association to such person, including any Joint Member or Co-assured included in such certificate; and 'annual' in the term 'annual aggregate' shall mean the 12-month period commencing at the inception of the first coverage or insurance to which a *Communicable Disease Risks* limitation Rule or clause applies on which recovery is made.

**Based on JL2021-014 dated 08 March 2021 incorporating LMA5395 dated 09 April 2020**

**All other terms and conditions remain unaltered.**