

To all Members of Class 6

Freight, Demurrage & Defence

NOTICE IS HEREBY GIVEN that a General Meeting of the Members of Class 6 – Freight, Demurrage & Defence of The Britannia Steam Ship Insurance Association Limited (“Britannia Europe”) will be held at 53A rue Glesener, L-1631, Luxembourg on Tuesday, 7 January 2025 at 09:30 GMT (10.30 CET) for the purpose of considering and, if thought fit, passing the following ORDINARY RESOLUTION:

“That, the Rules of Class 6, Freight, Demurrage & Defence, of Britannia Europe (the “Class 6 Rules”), be amended with effect from noon GMT on 20 February 2025 as set out in the Annexure”.

The Annexure is attached to this Notice.

By order of the Board.

H J Connell

Company Secretary

2 December 2024

Notes

1. A Member of Class 6 – Freight, Demurrage & Defence 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 remotely and access details can be obtained from dkhandelwal@tindallriley.com.



Annexure - Class 6 (FD&D) Rule Changes for the 2025/26 Policy Year

12/24

The proposed Class 6 (FD&D) Rule Changes are set out below.

The amendments 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 20 as follows:

RULE 20 RISKS SPECIFICALLY EXCLUDED

20 Risks Specifically Excluded

20.1 Subject always to the absolute discretion of the Board (or, in the case of claims not exceeding USD2,000,000, the Committee) under Rule 32.1 *Sole Discretion to Decide*, there shall be no recovery from the Association in respect of Costs which arise in respect of:

...

20.1.8 Sanctions

Matters where the provision of cover or a payment by the Association in respect thereof may expose the Association or an affiliated Association or ~~the~~their respective Managers or any branch offices thereof to the risk of being subject to any Sanction, penalty, prohibition or any adverse action by a state, international or supranational organisation or other competent authority.

...

EXPLANATION: *This amendment is intended to increase the protection of the Association by excluding liability where the provision of cover could expose to sanctions any affiliated Association,*



or the managers of that Association, or any branch offices of the Associations or the relevant managers.

Amend Rule 33 as follows:

RULE 33 CESSER OF ALL INSURANCES

33 Cesser of All Insurances

A Member shall cease to be insured by the Association in respect of all Ships entered by the Member upon the happening of any of the following events:

...

33.3 Failure of Corporation

If, being a corporation, an effective resolution is passed for voluntary winding up or it applies to the court to be wound up or an order is made by the court for its compulsory winding up or it is dissolved or upon the appointment of a receiver or manager in respect of all or part of the corporation's business or upon possession being taken of any property of the corporation under the provisions of a charge secured upon that property or upon its entering into or becoming subject to any composition or arrangement with its creditors or upon its commencing or being the subject of any proceedings before a court, arbitration tribunal, dispute resolution body or equivalent, of competent jurisdiction under any bankruptcy or insolvency laws to seek protection from its creditors or to re-organise its affairs. For the purposes of this Rule 33.3 the Member, being a corporation, shall include any parent company of the Member.

...

EXPLANATION: *This amendment is intended to increase the protection of the Association by providing that the member's cover will cease where its parent company becomes subject to any of the insolvency provisions of this sub-Rule, as well as where the member does so.*

Amend Rule 44 as follows:

RULE 44 DISPUTES AND DIFFERENCES

44.1 Adjudication by the Board



If any difference or dispute between the Association or the Managers and any other person shall arise out of or in connection with these Rules or any contract of insurance between the Association and a Member such difference or dispute shall in the first instance be referred to and adjudicated by the Board notwithstanding that the Board may have already considered the matter before any such difference or dispute arose. Such reference and adjudication shall be on written submissions only.

44.2 Reference to Arbitration or the High Court

If ~~the Member or~~ such other person does not accept the decision of the Board, or if the Board shall fail to make any award within three months of the reference to it, the difference or dispute shall ~~then~~ be referred to arbitration in London or, at the exclusive option of the Association, to the exclusive jurisdiction of the High Court in London.

44.3 Arbitration

Where the difference or dispute has been referred to arbitration in London:

- 44.23.1 The arbitration shall be conducted by ~~three~~two arbitrators, one to be appointed by each of the parties, and the third by the two so appointed~~in case the arbitrators shall not agree then the difference or dispute shall be referred to the decision of an umpire to be appointed by them.~~
- 44.23.2 No Member of the Association nor the Managers nor any employee of the Managers shall act as arbitrator ~~or umpire.~~
- 44.23.3 The evidence and proceedings upon any arbitration may in the discretion of the arbitrators ~~or umpire~~ be taken in a mercantile way without regard to legal technicalities respecting evidence.
- 44.23.4 The arbitrators ~~or umpire~~ may, in case any point of law shall arise, take the opinion of such counsel or solicitor as they may think fit, and may act upon any such opinion, and unless the arbitrators ~~or umpire~~ taking such an opinion otherwise direct, the costs of and incidental thereto shall be deemed to be part of the costs of the award.
- 44.23.5 The costs of and incidental to any such reference and award shall be in the discretion of the arbitrators ~~or umpire respectively.~~
- 44.23.6 The submission to arbitration and all the proceedings therein shall be subject to the provisions of the *Arbitration Act 1996* or any statutory modification or re-enactment thereof.

44.34 Sole Remedy

No ~~Member nor~~ such other person shall be entitled to maintain any action, suit or other legal proceedings against the Association otherwise than in accordance with the procedures laid down in this Rule 44 and unless the Association has exercised its option to refer the difference or dispute to the exclusive jurisdiction of the High Court in London, may only commence proceedings, other than the arbitration



under Rule 44.2 ~~Arbitration~~Reference to Arbitration or the High Court above, so as to enforce an award under such arbitration and then only for such sum, if any, as the award may direct to be paid by the Association. The sole obligation of the Association to such ~~Member or~~ other person under these Rules, and any *Certificate of Entry*, in respect of such difference or dispute shall be to pay such sum as may be directed by such an award or, where the Association has exercised its option as aforesaid, a judgment of the High Court in London.

EXPLANATION: *This amendment is intended to provide to the Association the option of referring for determination any dispute under the Rules to the English High Court, as well as to London arbitration.*