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

NOTICE IS HEREBY GIVEN that a General Meeting of the Members of Class 3 – Protection and Indemnity, of The Britannia Steam Ship Insurance Association Limited ("Britannia UK") will be held at 33 King William Street, London EC4R 9AT on Tuesday, 6 January 2026 at 09.30 GMT 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 UK (the "Class 3 Rules"), be amended with effect from noon GMT on 20 February 2026 as set out in the Annexure".

The Annexure is attached to this Notice.

By order of the Board.

H J Connell
Company Secretary

4 December 2025

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 remotely and access details can be obtained from mailto:dkhandelwal@tindallriley.com.

**Annexure - Class 3 (P&I) Rule Changes for the 2026/27 Policy Year**

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11/25

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 5 as follows:

**RULE 5 RIGHT OF RECOVERY**

**5.1 Right of Recovery**

If a Member shall be liable as set out in Rule 19 *Risks Covered*, in damages or otherwise, or shall incur any costs or expenses in respect of a Ship which was entered in the Association at the time of the casualty or event giving rise to such liability, costs or expenses, such Member shall be entitled to recover out of the funds of this Class of the Association the amount of such liability, costs or expenses to the extent and on the terms, conditions and exceptions provided by these Rules and by the *Certificate of Entry*

Provided always that:

5.1.1 if a tonnage less than the Full Tonnage of the Ship was entered in the Association, the Member shall, unless the entry of the Ship has been accepted on special terms which otherwise provide, be entitled only to recover such proportion as the Entered Tonnage bears to the Full Tonnage of the Ship.

5.1.2 unless the Board (or, in the case of claims not exceeding USD2,000,000, the Committee) in its discretion otherwise determines, it shall be a condition precedent to a Member's right to recover from the funds of the Association in respect of any liability, costs or expenses that the Member shall first have discharged such liability or paid such costs or expenses out of funds belonging to the Member unconditionally and not by way of loan or otherwise.

…

**EXPLANATION:** *This change is aimed at ensuring more comprehensive protection for the Association and its "pay to be paid" principle through the insertion of an express requirement that any liability must be paid by the Member out of funds which belong to it unconditionally.*

Amend Rule 20 as follows:

**RULE 20 RISKS SPECIFICALLY EXCLUDED**

**20 Risks Specifically Excluded**

**20.1** There shall be no recovery from the Association, except as otherwise provided in this Rule, in respect of:

…

20.1.16 **Rights of recourse**

Liabilities, costs and expenses arising out of or in connection with contracts for carriage wholly or partly by sea to the extent such liabilities, costs and expenses would not have been incurred or borne by the Member but for its waiver or limitation of, or failure to incorporate, rights of recourse that would have been available under a bill of lading contract which incorporated Article IV Rule 6 of the Hague or Hague Visby Rules or any equivalent provision under other applicable law, unless any such right of recourse is not available by reason of mandatorily applicable law or the Board (or, in the case of claims not exceeding USD2,000,000, the Committee) shall, in its discretion, otherwise determine.

20.1.1~~6~~7 **PROVIDED ALWAYS THAT:**

The foregoing exceptions 20.1.1 to 20.1.1~~5~~6 shall not apply to losses, costs and expenses incurred under Rule 19.20 *Legal Costs, Sue and Labour* either to avoid or reduce a liability or expenditure or by the special direction of the Association.

…

**EXPLANATION:** *This proposed change is to reflect the amendment to be made to the Pooling Agreement for the 2026/27 Policy Year which will limit poolable cover where there has been a waiver or limitation by the carrier of its rights of recourse against the shipper under a contract of carriage in respect of the shipment of dangerous goods.*

**RULE 20 RISKS SPECIFICALLY EXCLUDED**

**20 Risks Specifically Excluded**

…

**20.2 Sanctions Exclusion**

There shall be no provision of cover nor recovery from the Association in respect of ~~L~~losses or liabilities where the provision of cover (or any benefit thereunder) or a payment by the Association in respect thereof may expose the Association or an affiliated Association or 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, in line with the terms of the Association's non-poolable covers, to increase the protection of the Association by excluding liability where the provision of cover or other benefit derived from it could expose the Association to sanctions.*

Amend Rule 21 as follows:

**RULE 21 EXCLUSION OF CERTAIN SPECIALIST RISKS**

**21 Exclusion of Certain Specialist Risks**

**21.1** 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:

…

**21.1.8 Specialist 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 the deployment, operation and recovery of pneumatic barriers, 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:

21.1.8.1 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

21.1.8.2 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

21.1.8.3 any loss of or damage to the contract work.

Provided always that:

21.1.8.4 to the extent that the Member has cover in accordance with these Rules, the exclusion in this Rule 21.1.8 shall not apply to liabilities, costs and expenses incurred by a Member in respect of:

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

21.1.8.4.2 the wreck removal of the Entered Ship;

21.1.8.4.3 oil pollution emanating from the Entered Ship or the threat thereof.

21.1.8.5 Special Cover may be agreed between the Member and the Managers under Rule 7 *Special Insurances*.

**EXPLANATION:** *This proposed change is to reflect the amendment to be made to the Pooling Agreement for the 2026/27 Policy Year relating to excluded specialist risks.*