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, 6 January 2026 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 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 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 mailto:dkhandelwal@tindallriley.com

Annexure - Class 6 (FD&D) Rule Changes for the 2026/27 Policy Year

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11/25

Class 6 (FD&D) 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 incur any Costs as hereinafter set out in Rule 17 *Risks Covered* in respect of a Ship which was entered in the Association at the time of the claim giving rise to such Costs, such Member shall be entitled to recover out of the funds of this Class of the Association the amount of such Costs to the extent and on the terms, conditions and exceptions provided by these Rules and by the *Certificate of Entry*. But 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.

Provided always that:

5.1.1 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 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~~.2 Sanctions

There shall be no provision of cover nor recovery from the Association in respect of Costs or other losses or liabilities ~~Matters~~ 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 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.~~9~~8 Cyber risks

…

20.1.~~10~~9 ~~Declared~~ Communicable Disease~~s~~ Risks

~~20.1.10.1~~ Liabilities directly arising from any transmission or alleged transmission of a *Declared Communicable Disease*~~.~~;

Provided always that:

20.1.9.1 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 20.1.9.7.

20.1.~~10~~9.2 The ~~exclusion~~ limitation in Rule 20.1.~~10~~9.1 shall not apply to liabilities which arise directly from an identified instance of a transmission of a *Declared Communicable Disease*, and it is established to the satisfaction of the Managers that such transmission took place before the date of determination by the ~~World Health Organisation (~~WHO~~)~~ of the *Declared Communicable Disease*.

20.1.~~10~~9.3 Irrespective of whether the requirements of Rule 20.1.~~10~~9.2 ~~may apply~~ are met, there shall ~~not~~ in any event be no recovery from the Association for any:

20.1.~~10~~9.3.1 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~~9.3.2 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~~9.3.3 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~~9.4 In this Rule 20.1.~~10~~9, ~~a Declared Communicable Disease is an outbreak of a Communicable Disease which the WHO has determined to be a Public Health Emergency of International Concern and~~ *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~~9.4.1 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~~9.4.2 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~~9.4.3 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.

20.1.9.5 *Coronavirus Diseases*

20.1.9.5.1 Recovery under this insurance to which this Rule 20.1.9 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*):

20.1.9.5.1.1 Coronavirus disease (COVID-19);

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

20.1.9.5.1.3 any mutation or variation of SARS-CoV-2

shall be limited to the amounts stated in Rule 20.1.9.7.

20.1.9.5.2 The *Coronavirus Diseases* shall each be deemed to be a *Declared Communicable Disease* in accordance with Rules 20.1.9.1 and 20.1.9.4 above, and coverage hereunder shall:

20.1.9.5.2.1 be irrespective of any determination of the WHO under Rule 20.1.9.1;

20.1.9.5.2.2 exclude the provisions of Rule 20.1.9.2, which shall not apply to this Rule 20.1.9.5; and

20.1.9.5.2.3 be subject to the exclusions in Rule 20.1.9.3.

20.1.9.6 This Rule 20.1.9 shall not extend this insurance to cover any liability which would not otherwise have been covered under this insurance.

20.1.9.7 Recovery from the Association where this Rule 20.1.9 applies

20.1.9.7.1 shall be limited to:

20.1.9.7.1.1 a sublimit of USD2,000,000 (see Rule 20.1.9.7.2.3 below); and

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

20.1.9.7.2 For the avoidance of doubt and for the purposes of this Rule 20.1.9 only the sublimit and annual aggregate limit in Rule 20.1.9.7.1:

20.1.9.7.2.1 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;

20.1.9.7.2.2 apply per Member of The Britannia Steam Ship Insurance Association Europe ('Britannia Europe') and/or of The Britannia Steam Ship Insurance Association Limited ('Britannia (UK)'); a Member of both Britannia Europe and Britanna (UK) shall be deemed to be one Member whose recovery shall be limited to the annual aggregate limit in accordance with Rule 20.1.9.7.1.2;

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

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

20.1.9.7.3 Recovery from the Association under the Rules and clauses limiting liability in respect of *Communicable Disease Risks* 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 the Rules and clauses limiting liability in respect of *Communicable Disease Risks* wherever or however evidenced, 'Member' shall mean any person who is any one or more of the following:

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

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

20.1.9.7.3.3 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 Rule or clause limiting liability in respect of *Communicable Disease Risks* applies on which recovery is made.

EXPLANATION: *This amendment brings this Rule into line with the terms required by the Association's reinsurers as regards Communicable Disease Risks.*

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 Costs relating to claims in respect of expenses of an Entered Ship which is:

…

21.1.7 Specialist operations
used for specialist operations including but not limited to 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, where the claim arises out of or is incurred during those operations.

Provided always that:

21.1.7.1 this exclusion applies to Ships other than tugs, firefighting Ships and salvage Ships; and

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

EXPLANATION: *This proposed change is to ensure consistency with the proposed revision to the corresponding P&I Rule which has been made to reflect the amendment to the Pooling Agreement for the 2026/27 Policy Year relating to excluded specialist risks.*

Amend Rule 24 as follows:

RULE 24 EXCLUSION OF RISKS COVERED BY HULL POLICIES

21 Exclusion of Risks covered by Hull Policies

The Association shall not insure a Member to any extent whatsoever against any Costs, loss liability or expense against which the Member would be insured (save to the extent of any franchise or deductible) if the Entered Ship were fully insured either:

24.1 Under Hull Policies on terms not less wide than those of the Lloyd's Marine Policy MAR Form 1/1/82 with the Institute Time Clauses Hulls 1/10/83 attached; or

24.2 Under policies providing for Time Charterers' liability for damage to Hull on terms not less wide than those available under ~~Rule 19.24.2 of the Rules of Class 3 – Protection & Indemnity –~~ Charterers' Insurance of the Association.

24.3 PROVIDED ALWAYS THAT:

24.3.1 Any franchise or deductible to which any such policy is subject shall be deemed not to exceed 1 percent of the Entered Ship's insured value or, if not known, of the free uncommitted market value of the Entered Ship; and

24.3.2 The Member shall provide the Managers with satisfactory evidence of the relevant franchise or deductible.

EXPLANATION: *This proposed change is to clarify that the comparable charterers' P&I liability terms are those available under the Charterers' Insurance, rather than under Class 3.*

Amend Rule 26 as follows:

RULE 26 EXCLUSION OF RISKS COVERED BY PROTECTION & INDEMNITY POLICIES

26 Exclusion of Risks Covered by Protection & Indemnity Policies

The Association shall not insure a Member to any extent whatsoever against any cost for which the Member would be insured if the Entered Ship were fully insured under P&I policies on terms not less wide than those available under ~~of~~ Class 3 – Protection & Indemnity – or Charterers' Insurance of the Association current at the time when the claim arises and with no deductible

or franchise applicable to claims under those policies or could be insured subject to the exercise of a discretion contained therein.

EXPLANATION: *This proposed change is to clarify that FD&D cover for costs will not be available where such costs could be insured under charterers' P&I liability policies.*