

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

NOTICE IS HEREBY GIVEN that a Separate General Meeting of the Members of Class 6 – Freight, Demurrage & Defence 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 6, Freight, Demurrage & Defence of Britannia Europe (the “Class 6 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 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 via Zoom, access details to which can be obtained from nellwood@tindallriley.com

Annexure – Proposed Class 6 (FD&D) Rule Changes for the 2023/24 Policy Year

01/23

Proposed 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 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 20 as follows:

RULE 20 **RISKS SPECIFICALLY EXCLUDED**

Subject always to the absolute discretion of the Board (or, in the case of claims not exceeding USD 2 million, the Committee)

under Rule 32(1), there shall be no recovery from the Association in respect of Costs which arise in respect of:

...

Cyber Risks 20(9) ~~Unless otherwise agreed by the Managers in writing:~~
~~(A) Subject only to Rule 20(9)(C) below, there shall be no recovery from the Association in respect of any loss, damage, liability, cost or expense~~ directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system;

PROVIDED ALWAYS THAT:

- ~~(B)~~ (i) Subject otherwise to the terms of entry, the Costs indemnity otherwise recoverable ~~under this insurance~~ shall not be prejudiced where liabilities arise from by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm;
- ~~(C)~~ (ii) Where the terms of entry ~~this insurance~~ otherwise affords cover in respect of the risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, this Rule 20(9)(A) shall not operate to exclude ~~losses~~ Costs (which would otherwise be recoverable) in respect of liabilities arising from the use of any computer, computer system, ~~or computer software programme, computer process~~ or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

EXPLANATION: *This change brings the sub-Rule into line with the preamble to and scheme of Rule 20.*

Coronavirus 20(10) risks ~~Notwithstanding anything else contained in the terms of entry to the contrary, unless otherwise agreed by the Managers in writing, there shall be no recovery whatsoever from the Association against:~~

- ~~(A) any loss, damage, liability, cost or expense arising directly from the transmission or alleged transmission of:~~
- ~~(i) Coronavirus disease (COVID-19)~~
 - ~~(ii) Severe Acute Respiratory Syndrome Coronavirus (SARSCoV-2); or~~
 - ~~(iii) any mutation or variation of SARS-CoV-2;~~
- ~~or from any fear or threat of any of the above;~~
- ~~(B) any liability, cost or expense to identify, clean up, detoxify, remove, monitor or test for those matters referred to in Rules 20(10)(A)(i),(ii) and (iii) above;~~

~~(C) any 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 any of the matters referred to in Rules 20(10)(A)(i),(ii) and (iii) above or the fear or the threat thereof.~~

Declared Communicable Diseases 20(10)

- (A)** Liabilities directly arising from any transmission or alleged transmission of a Declared Communicable Disease.
- (B)** The exclusion in Rule 20(10)(A) 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 WHO of the Declared Communicable Disease.
- (C)** Irrespective of whether Rule 20(10)(B) may apply, there shall not in any event be cover for any:
- (i)** 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;
 - (ii)** 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;
 - (iii)** loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
- (D)** In this Rule 20(10), a Declared Communicable Disease is an outbreak of a Communicable Disease which the World Health Organisation (“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:
- (i)** 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
 - (ii)** 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
 - (iii)** 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.

EXPLANATION: *This change follows the reinsurance market’s decision to replace the Coronavirus risks exclusion clause with a wider clause excluding claims relating to Declared Communicable Disease risks, subject to any extension of cover provided by the Association.*