



20 February 2026

OWNERS' FIXED PREMIUM P&I COVER

SUMMARY OF CHANGES

The following amendments have been made to the Owners' Fixed Premium P&I Cover Terms & Conditions, reflected in the updated version (February 2026), which shall apply to new or renewing business from 20 February 2026.

Additional text is marked here in bold and deletions are marked in strikethrough.

Rights of Recourse - Section A Clause 19 (Cargo) & Section B Clause 1 (General Exclusions from P&I Cover).

Currently cover is excluded for liabilities which would not have been incurred if the Assured had not waived the rights of recourse available under the Hague or Hague/Visby rules against the shipper, for example for shipment of dangerous cargo.

The amendment clarifies that the exclusion not only operates in respect of cargo liabilities, but all liabilities covered by P&I (such as pollution, wreck removal, personal injury) if caused by the shipment of such dangerous goods.

Accordingly, the exclusion has been removed from Section A Clause 19 (Cargo) to Section B Clause 1 (General Exclusions from P&I Cover).

A19	Cargo	Liabilities, costs and expenses set out in Clause 19.1 – 19.4 in respect of cargo intended to be or being or having been carried in the insured Ship, extending from the time of receipt for shipment on quay or wharf until final delivery from quay or wharf, namely: 19.1 liability (other than in respect of a contract of through carriage entered into by the Assured) for loss, shortage, damage or other responsibility; 19.2 the additional costs (over and above those which would have been incurred in any event under the contract of carriage) incurred by the Assured
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		<p>(i) in discharging or disposing of damaged or worthless cargo, originally loaded in sound condition,</p> <p>(ii) in discharging, re-loading and re-stowing cargo necessarily incurred to continue the safe prosecution of the voyage</p> <p>(iii) in disposing of cargo which has been not collected by the cargo interests from the port of discharge (but excluding storage charges incurred prior to written notice to the Association of the failure to collect the cargo)</p> <p>19.3 PROVIDED THAT such costs under Clause 19.2 (i), (iii) or (iii) are not excluded under Section B Clause 1 and to the extent that such costs exceed the proceeds of sale of the cargo,</p> <p>19.4 liability for loss, shortage, damage or other responsibility in respect of any contract of through carriage of cargo partly to be performed by the insured Ship and including transit by land, water or air to or from the insured Ship and intermediate storage necessary to perform such contract, but only to the extent that the terms of such contract shall have been approved by the Association in writing, for which the Association may require an increased premium;</p> <p>19.5 PROVIDED that:</p> <p>19.5.1 unless the Association shall have previously agreed or arranged cover on special terms (which may include the requirement of an additional premium) or unless the Members' Committee in its sole discretion shall otherwise determine, there shall be no recovery in respect of liabilities, costs or expenses;</p> <p>19.5.1.1 which would not have been incurred by the Assured if the contract of carriage had been subject to the Hague Rules or the Hague Visby Rules, except and to the extent that such are overridden by other rules, conventions or provisions of national or international law which may mandatorily apply;</p> <p>19.5.1.2 which would not have been incurred or borne by the Assured but for its waiver or limitation of rights of recourse that would otherwise have been available under the contract of carriage in accordance with (a) the Hague or the Hague Visby Rules, and/or (b) mandatorily applicable law.</p>
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B1	Damage to the Insured Ship, Loss of Hire etc.	<ol style="list-style-type: none"> 1. There shall be no recovery by the Assured in respect of the insured Ship for: <ol style="list-style-type: none"> 1.1 loss of or damage to the insured Ship, its stores or fuel, or to any equipment, containers, pallets or trailers which are used in connection with such Ship and which are owned or leased by the Assured or by any company associated with or under the same management as the Assured, save only as may be recoverable under Section A Clause 24; 1.2 freight, demurrage, hire or detention except by way of the Assured's liability towards a third party for loss of or damage to cargo; 1.3 salvage or services in the nature of salvage (other than under Section A Clauses 10 and 15.4); 1.4 cancellation or wrongful termination of a charter or other engagement; 1.5 bad debts or other losses arising out of the insolvency of any person, including insolvency of agents; 1.6 loss, damage or expense in whole or in part arising out of or occasioned by the failure, inability or unwillingness of the Assured on financial grounds to pay and/or settle all or any financial obligations and demands and/or to discharge all or any items of expenditure whatsoever in connection with the proper prosecution and/or completion of a voyage; 1.7 interest on any claim or part thereof that the Assured may make or bring against the Association under or in connection with these terms and conditions, including any claim brought by way of legal or arbitration proceedings; 1.8 Additional cargo handling costs and expenses which: <ol style="list-style-type: none"> 1.8.1 are claimable in general average or for which the Assured has a right to recover such costs from any other person, or 1.8.2 result from the Ship being overloaded or improperly stowed, or 1.8.3 are incurred in order to make the vessel seaworthy to receive cargo, or 1.8.4 are incurred to obtain extra revenue or to avoid a liability or to save costs or expenses which would otherwise have been incurred and which not have been covered by the Association, ; in which case the Association may deduct from the sum otherwise payable to the Assured an amount which in its discretion corresponds to the benefit obtained.
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		<p>1.8.5 form part of the daily running costs and expenses of the vessel, or</p> <p>1.8.6 are for work which could have been carried out by the crew or by reasonable use of the vessel and its equipment, or</p> <p>1.8.7 are in respect of packing, rebagging, sorting and other measures taken in order to comply with ordinary obligations under the contract of carriage</p> <p>PROVIDED that any recovery which would otherwise be excluded under Clauses 1.1 to 1.8 may be allowed if the relevant matters shall have been the direct result either of compliance by the Assured with a special direction of the Members' Committee in accordance with Section A Clause 26 or of suing and labouring undertaken by the Assured with the approval of the Association in accordance with Section A Clause 27.1.</p> <p>2. Unless the Association shall have previously agreed or arranged cover on special terms (which may include the requirement of an increased Call or additional premium) or unless the Members' Committee in its sole discretion shall otherwise determine, there shall be no recovery in respect of liabilities, costs or expenses arising out of or in connection with contracts for carriage wholly or partly by sea to the extent such liabilities and expenses would not have been incurred or borne by the Assured 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</p> <p>(a) Article IV Rule 6 of the Hague or Hague Visby Rules, or</p> <p>(b) any equivalent provision under other applicable law, PROVIDED that such liabilities, costs and expenses shall not be excluded losses if such rights of recourse are not available by reason of mandatorily applicable law.</p>
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Pneumatic Barriers - Section B Clause 2 (Exclusion of certain Specialist Risks)

The amendment clarifies that offshore ship operations involving the instalment and removal of pneumatic barriers are specialist operations; and as a consequence, liabilities, costs and expenses arising out of these operations are excluded from standard P&I.

Pneumatic barriers are noise abatement systems which are put around offshore wind turbines during installation to reduce the impact of construction noise on marine wildlife. It involves laying

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a perforated hose on the seabed encircling the wind turbine site. Air is pumped through, and bubbles rise to the surface forming a noise buffering screen.

<p>B2</p>	<p>Exclusion of certain Specialist Risks</p>	<p>2.1 Unless previously agreed in writing by a special agreement between the Assured and the Association there shall be no recovery in respect of liabilities, costs and expenses:</p> <p>2.1.1 arising from the operation of a semi-submersible heavy lift Ship or other Ship designed exclusively for the carriage of heavy lift cargo where the claim is in respect of the loss of or damage to the cargo or, notwithstanding Clause 18.1, the wreck removal of that cargo, save to the extent such cargo is being carried under the terms of a contract on HEAVYCON terms or any other terms approved by the Association.</p> <p>2.1.2 arising out of salvage operations (including wreck removal) conducted by the insured Ship or provided by the Assured, other than for the purpose of saving or attempting to save life at sea;</p> <p>2.1.3 incurred by an Assured during the course of performing dredging, blasting, pile-driving, well intervention, cable or pipelaying, construction, installation or maintenance work, core sampling, mining, depositing of spoil, power generation, decommissioning, the deployment, operation and recovery of pneumatic barriers and such other operations as the Association may from time to time determine in writing to the extent that such liabilities, costs and expenses arise as a consequence of:</p> <p>2.1.3.1 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), in respect of the specialist nature of the operations;</p> <p>2.1.3.2 the failure to perform such specialist operations by the Assured or the fitness for purpose and quality of the Assured's work, products or services, including any deficiency in the Assured's work, products or services;</p> <p>2.1.3.3 any loss of or damage to the contract work;</p> <p>PROVIDED that the exclusions in Clause 2.1.3 shall not apply to liabilities, costs and expenses incurred by the Assured in respect of loss of life, injury or illness of</p>
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		<p>crew and other personnel on board the insured Ship, the removal of the wreck of the insured Ship, and the discharge or escape of oil from the insured Ship or the threat thereof; but only to the extent that such liabilities, costs and expenses are covered elsewhere in accordance with these terms and conditions; place of entertainment.</p>
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