

CIRCULAR

TO ALL MEMBERS

3 May 2022

CLASS MEETINGS

Class rules

Class meetings will take place on Friday 27 May 2022 to adopt amendments to the rules of each class for the 2023/24 policy year in connection with the proposed merger with North P&I, such amendments expected to take effect from noon Greenwich Mean Time on 20 February 2023 subject to the satisfaction of the conditions contained in the framework agreement governing the proposed merger.

Proposed amendments to the club's Protection & Indemnity class (including Fixed Premium and Offshore Protection & Indemnity), Defence class, Coastal & Inland class, War Risks class and Strike & Delay class rules are set out in the attachments to this Circular, including explanations for the proposed changes, and details of the class meetings necessary to give effect to these proposed amendments. The relevant meeting notices are referred to below.

Meeting notices

In Appendix A to this Circular, you will find notices of a meeting of the members of each class.

Proposed amendments to the class rules, along with explanatory notes, are set out in the following appendices:

- Appendix B: Protection & Indemnity rules
- Appendix C: Offshore Protection & Indemnity rules
- Appendix D: Fixed Premium Protection & Indemnity class rules
- Appendix E: Defence class rules
- Appendix F: Coastal & Inland class rules
- Appendix G: War Risks class rules
- Appendix H: Strike & Delay class rules

The rules for the current policy year (2022/23) can be found [here](#). Subject to approval, the proposed changes will be effective from 20 February 2023 for the 2023/24 policy year.

Meeting arrangements

The meeting will be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time). If you wish to attend the meetings, please send an email to membermeetings@standardclub.com



Forms of Proxy

Forms of proxy for each of the class meetings are included for those who are unable to attend. Completion and return of the relevant Form(s) of Proxy will not prevent you from attending and voting in person if you wish.

It is important that the relevant Form(s) of proxy should be completed and signed correctly, and your attention is drawn to the notes in Appendix I of this Circular. You are reminded that to be valid, the Form(s), duly completed and signed, must be sent by email to the club's secretary at membermeetings@standardclub.com and received not less than 48 hours before the time fixed for holding the meetings or any adjournment thereof.

If you would like further information, please get in touch with your usual club contact or me.

Yours faithfully

Jeremy Grose
Director
The Standard Club UK Ltd
Email: jeremy.grose@standardclub.com

APPENDIX A

THE STANDARD CLUB UK LTD (‘the company’)

Registered no: 17864

NOTICE OF A CLASS MEETING

NOTICE IS HEREBY GIVEN THAT a separate general meeting of the members of the Protection & Indemnity class (class 1) of the company will be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time) for the purpose of considering and, if thought fit, passing the following resolutions:

Adoption of class rules

1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions (the ‘**Conditions**’) set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix B to the Circular dated 3 May 2022.
2. THAT, subject to and conditional upon the satisfaction or waiver of the Conditions, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the Offshore Protection & Indemnity Rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix C to the Circular dated 3 May 2022.
3. THAT, subject to and conditional upon the satisfaction or waiver of the Conditions, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the Fixed Premium Protection & Indemnity Rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix D to the Circular dated 3 May 2022.

Date: 14 April 2022
By order of the board

**Standard Club Management (UK) Limited
Secretary**

Registered office:
The Minster Building
21 Mincing Lane
London, EC3R 7AG

THE STANDARD CLUB UK LTD

('the company')

Registered no: 17864

NOTICE OF A CLASS MEETING

NOTICE IS HEREBY GIVEN THAT a separate general meeting of the members of the Defence class (class 2) of the company will be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time) for the purpose of considering and, if thought fit, passing the following resolution:

Adoption of class rules

1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the Defence class of the company be adopted, including amendments as set out in Appendix E to the Circular dated 3 May 2022.

Date: 14 April 2022
By order of the board

Standard Club Management (UK) Limited

Secretary

Registered office:
The Minster Building
21 Mincing Lane
London, EC3R 7AG

THE STANDARD CLUB UK LTD

('the company')

Registered no: 17864

NOTICE OF A CLASS MEETING

NOTICE IS HEREBY GIVEN THAT a separate general meeting of the members of the Coastal & Inland class (class 3) of the company will be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time) for the purpose of considering and, if thought fit, passing the following resolution:

Adoption of class rules

4. THAT, subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the Coastal & Inland class of the company be adopted, including amendments as set out in Appendix F to the Circular dated 3 May 2022.

Date: 14 April 2022
By order of the board

Standard Club Management (UK) Limited

Secretary

Registered office:
The Minster Building
21 Mincing Lane
London, EC3R 7AG

THE STANDARD CLUB UK LTD

('the company')

Registered no: 17864

NOTICE OF A CLASS MEETING

NOTICE IS HEREBY GIVEN THAT a separate general meeting of the members of the War Risks class (class 4) of the company will be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time) for the purpose of considering and, if thought fit, passing the following resolution:

Adoption of class rules

1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the War Risks class of the company be adopted, including amendments as set out in Appendix G to the Circular dated 3 May 2022.

Date: 14 April 2022
By order of the board

Standard Club Management (UK) Limited

Secretary

Registered office:
The Minster Building
21 Mincing Lane
London, EC3R 7AG

THE STANDARD CLUB UK LTD

(‘the company’)

Registered no: 17864

NOTICE OF A CLASS MEETING

NOTICE IS HEREBY GIVEN THAT a separate general meeting of the members of the Strike & Delay class (class 5) of the company will be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time) for the purpose of considering and, if thought fit, passing the following resolution:

Adoption of class rules

1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the Strike & Delay class of the company be adopted, including amendments as set out in Appendix H to the Circular dated 3 May 2022.

Date: 14 April 2022
By order of the board

Standard Club Management (UK) Limited

Secretary

Registered office:
The Minster Building
21 Mincing Lane
London, EC3R 7AG

APPENDIX B
P&I CLASS RULES
AMENDMENTS TO THE RULES

1. Membership in North Standard UK and North Standard Bermuda

The following changes are proposed to reflect the fact that members will become corporate members of The North of England Protecting and Indemnity Association Limited (to be renamed North Standard UK Limited) (“**North Standard UK**”) and The North of England Mutual Insurance Association (Bermuda) Limited (to be renamed North Standard Reinsurance Limited) (“**North Standard Bermuda**”) and, in particular, will be subject to the provisions of the articles of association of North Standard UK.

Rule 1.1 -

*“The rules, which are subject to the articles **and the articles of association for the time being of North Standard UK**, contain the terms upon which P&I cover is given by the club.”*

Rule 11.1 – to be amended so that it reads as follows -

*“Unless the managers otherwise decide, each person whose entry has been accepted under the rules becomes a **corporate member of the club North Standard UK and becomes a corporate member of North Standard Bermuda**. Whenever the managers accept an entry by way of reinsurance, the insurer reinsured by the club or person insured by such an insurer may, if the managers agree, become a **corporate member of North Standard UK and become a corporate member of North Standard Bermuda**. It is a condition to the acceptance and continuation of any entry that the managers are authorised to sign on behalf of each member all and any documents required to be signed by, or on behalf of, such member in order to become or remain (as the case may be) a corporate member of North Standard Bermuda.”*

Insert a new rule 11.3 as follows -

“A person shall cease to be a member of North Standard UK and North Standard Bermuda if for any reason whatsoever the entry of all ships in respect of which such person’s interest was insured by North Standard UK, the club or any of the Club Subsidiaries, and in respect of which they are entitled to be such a member, shall have ceased or terminated.”

Renumber rules 11.3-11.6 as 11.4-11.7.

Rule 26 - the definition of “Member” to be amended so that it reads as follows -

“~~every owner or other person who becomes and is for the time being a member of the club.~~ a person whose entry has been accepted under these rules and who becomes a corporate member of North Standard UK and of North Standard Bermuda pursuant to rule 11.1.”

Rule 26 – insert new definitions as follows -

“North Standard Bermuda: means North Standard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).

North Standard UK: means North Standard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”

2. Joint and several enforcement

North Standard UK and its Irish insurance subsidiary, North of England P&I Designated Activity Company, currently have the right to act jointly and severally to enforce their rules. This principle is to be expanded to all of the underwriting entities in the combined club so that the clubs can act as one club, for example with regard to the levying of supplementary calls.

Rule 1.6 – to be amended so that it reads as follows -

“Without prejudice to the ability of North Standard UK and the Club Subsidiaries to exercise and/or enforce any rights under these rules, ~~the~~ terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in rule 6.16. The consent of North Standard UK or any of the Club Subsidiaries shall not be required in respect of any variation, waiver, rescission or termination of any provision of these rules.”

Insert a new rule 1.7 as follows -

“The club, North Standard UK and the Club Subsidiaries shall have the power to act jointly and severally to exercise and/or to enforce any rights under these rules but shall be severally liable and not jointly liable for any obligations owed by the others under the rules to a member or any third party or under any other rules of this Class to a member or any third party.”

3. Contributions

Consistent with the intention to operate the Classes as single classes across the combined club, the following changes amend the reference point for contributions to the Class rather than the individual club entity. This, therefore, clarifies that calls and supplementary calls can be determined by reference to the requirements of the Class as a whole.

Rule 18.1 – to be amended so that it reads as follows -

“Members who have ships entered in ~~the club~~ this Class (together with other members of this Class with entries in North Standard UK and the Club Subsidiaries) in respect of any policy year, not being a closed policy year, other than on fixed premium terms, insure each other against liabilities which they or any of them may incur or become liable to pay and contribute to the funds of the ~~club~~ Class required to meet: (1) all its liabilities and other outgoings, actual or anticipated; (2) all provisions the board deems it expedient to make.”

Rule 18.4 – to be amended so that it reads as follows -

“If at any time the board determines that the whole of the ETP is not required to meet the obligations of the ~~club~~ Class: (1) it may declare a discount of such percentage of the ETP as it may decide; and (2) the liability of the members to pay ETP under rule 18.3 shall be reduced accordingly.”

Rule 18.7 – to be amended so that it reads as follows -

“The board may levy one or more supplementary calls in any open policy year if it determines that the funds or reserves of ~~the club~~ this Class are insufficient for that year, or for any other purpose.”

Rule 20.4 – to be amended so that it reads as follows -

“If the premium obtained exceeds the liabilities and other outgoings falling upon ~~the club~~ this Class for that year, the board may either carry the surplus to reserves or return it in whole or in part to the persons who paid such premium in proportion to the aggregate premium paid by them in such policy year.”

4. Members Board and Class Committees

The changes introduce the concepts of the Members Board and the group wide Class Committees, both of which will be constituted pursuant to the articles of association of North Standard UK. The Members Board provides members of the combined club with a forum to play a role in the governance of the combined club and, in particular, it has powers to determine discretionary matters that arise in relation to members' claims under the Rules.

The title to Rule 23.1 to be amended and read as follows -

“Powers of the board, ~~subcommittees~~, ~~Class Committees~~, ~~the Members Board~~ and managers”

Rule 23.1 – to be amended so that it reads as follows -

“Whenever any power under the rules is: (1) vested in the board, it may be delegated to any subcommittee of the board, ~~eClass eCommittee~~, ~~the Members Board~~, or to the managers; (2) conferred or imposed upon the managers, or is delegated to them under rule 23.1(1), it is exercisable by the managers, or by any authorised employee or agent.”

Rule 23.2 – to be amended so that it reads as follows -

“Any power referred to in rule 23.1 is exercisable in the absolute discretion of the board, subcommittee, ~~eClass eCommittee~~, ~~the Members Board~~, or managers. The board, ~~any subcommittee~~, ~~any Class Committee~~, ~~the Members Board~~ and the managers are not required to give reasons for any decision or determination.”

Rule 26 – insert new definitions as follows -

*“**Class:** means the Protection & Indemnity Class of North Standard UK, the club and the Club Subsidiaries.*

***Class Committee:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.*

***Club Subsidiaries:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK (but excluding the club).*

***Members Board:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.”*

5. Consequential Amendments

There will be minor consequential amendments made to the Rules to reflect the above changes, for example: updating cross references, changes to the index and the inclusion of company registration numbers for identification purposes.

APPENDIX C
STANDARD OFFSHORE RULES
AMENDMENTS TO THE RULES

1. Membership in North Standard UK and North Standard Bermuda

The following changes are proposed to reflect the fact that members will become corporate members of The North of England Protecting and Indemnity Association Limited (to be renamed North Standard UK Limited) (“**North Standard UK**”) and The North of England Mutual Insurance Association (Bermuda) Limited (to be renamed North Standard Reinsurance Limited) (“**North Standard Bermuda**”) and, in particular, will be subject to the provisions of the articles of association of North Standard UK.

Rule 1.1 - to be amended so that it reads as follows -

“The rules, which are subject to the articles ~~and the articles of association for the time being of North Standard UK~~, contain the terms upon which offshore cover is given by the club.”

Rule 11.1 – to be amended so that it reads as follows -

*“Unless the managers otherwise decide, each person whose entry has been accepted under these rules becomes a ~~corporate member of the club~~ **corporate member of North Standard UK and becomes a corporate member of North Standard Bermuda**. Whenever the managers accept an entry by way of reinsurance, the insurer reinsured by the club or person insured by such an insurer may, if the managers agree, become a ~~corporate member of North Standard UK and become a corporate member of North Standard Bermuda~~. It is a condition to the acceptance and continuation of any entry that the managers are authorised to sign on behalf of each member all and any documents required to be signed by, or on behalf of, such member in order to become or remain (as the case may be) a corporate member of North Standard Bermuda.”*

A new rule 11.3 to be added read as follows -

“A person shall cease to be a member of North Standard UK and North Standard Bermuda if for any reason whatsoever the entry of all ships in respect of which such person’s interest was insured by North Standard UK, the club or any of the Club Subsidiaries, and in respect of which they are entitled to be such a member, shall have ceased or terminated.”

Renumber rules 11.3-11.6 as 11.4-11.7.

Rule 23- the definition of “Member” to be amended so that it reads as follows -

“~~every owner or other person who becomes and is for the time being a member of the club~~- a person whose entry has been accepted under these rules and who becomes a corporate member of North Standard UK and of North Standard Bermuda pursuant to rule 11.1.”

Rule 23 – insert new definitions as follows -

“North Standard Bermuda: means North Standard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).

North Standard UK: means North Standard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”

On page 33, in relation to The Standard Club Asia Ltd - to be amended so that it reads as follows -

“The Offshore rules of The Standard Club Asia Ltd shall be the same as the Offshore rules of The Standard Club UK Ltd amended and varied as follows:

Unless the context otherwise requires, ‘the club’ means ~~The Standard Club UK Ltd or~~ The Standard Club Asia Ltd (company number: 199703224R) as appropriate and references to ‘the articles’ shall be references to the Memorandum and Articles of Association of the club.”

2. Joint and several enforcement

North Standard UK and its Irish insurance subsidiary, North of England P&I Designated Activity Company, currently have the right to act jointly and severally to enforce their rules. This principle is to be expanded to all of the underwriting entities in the combined club so that the clubs can act as one club.

Rule 1.6 – to be amended so that it reads as follows -

“Without prejudice to the ability of North Standard UK and the Club Subsidiaries to exercise and/or enforce any rights under these rules, ~~the~~ terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in rule 6.11. The consent of North Standard UK or any of the Club Subsidiaries shall not be required in respect of any variation, waiver, rescission or termination of any provision of these rules.”

Insert a new rule 1.7 as follows -

“The club, North Standard UK and the Club Subsidiaries shall have the power to act jointly and severally to enforce any rights under these rules but shall be severally liable and not jointly liable for any obligations owed by the others under the rules to a member or any third party.”

3. Members Board and Class Committees

The changes introduce the concepts of the Members Board and the group wide Class Committees, both of which will be constituted pursuant to the articles of association of North Standard UK. The Members Board provides members of the combined club with a forum to play a role in the governance of the combined club and, in particular, it has powers to determine discretionary matters that arise in relation to members' claims under the Rules.

The title to Rule 20.1 to be amended so that it reads as follows -

“Powers of the board, subcommittees, Class Committees, the Members Board and managers”

Rule 20.1 – to be amended so that it reads as follows -

“Whenever any power under the rules is: (1) vested in the board, it may be delegated to any subcommittee of the board, ~~eClass eCommittee~~, the Members Board, or to the managers; (2) conferred or imposed upon the managers, or is delegated to them under rule 20.1(1), it is exercisable by the managers, or by any authorised employee or agent.”

Rule 20.2 – to be amended so that it reads as follows -

“Any power referred to in rule 20.1 is exercisable in the absolute discretion of the board, subcommittee, ~~eClass eCommittee~~, the Members Board, or managers. The board, any subcommittee, any Class Committee, the Members Board and the managers are not required to give reasons for any decision or determination.”

Rule 23 – insert new definitions as follows -

*“**Class Committee:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.*

*“**Club Subsidiaries:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK (but excluding the club).*

*“**Members Board:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.”*

4. Consequential Amendments

There will be minor consequential amendments made to the Rules to reflect the above changes, for example: updating cross references, changes to the index and the inclusion of company registration numbers for identification purposes.

APPENDIX D

FIXED PREMIUM P&I CLASS RULES

AMENDMENTS TO THE RULES

1. Membership in North Standard UK and North Standard Bermuda

The following changes are proposed to reflect the fact that members will become corporate members of The North of England Protecting and Indemnity Association Limited (to be renamed North Standard UK Limited) (“**North Standard UK**”) and The North of England Mutual Insurance Association (Bermuda) Limited (to be renamed North Standard Reinsurance Limited) (“**North Standard Bermuda**”) and, in particular, will be subject to the provisions of the articles of association of North Standard UK.

Rule 1.1 - to be amended so that it reads as follows -

“The rules, which are subject to the articles ~~and the articles of association for the time being of North Standard UK~~, contain the terms upon which P&I cover is given by the club.”

Rule 11.1 – amend the clause to read as follows -

*Unless the managers otherwise decide, each person whose entry has been accepted under these rules becomes a ~~corporate member of the club~~ **corporate member of North Standard UK and becomes a corporate member of North Standard Bermuda**. Whenever the managers accept an entry by way of reinsurance, the insurer reinsured by the club or person insured by such an insurer may, if the managers agree, become a **corporate member of North Standard UK and become a corporate member of North Standard Bermuda**. It is a condition to the acceptance and continuation of any entry that the managers are authorised to sign on behalf of each member all and any documents required to be signed by, or on behalf of, such member in order to become or remain (as the case may be) a corporate member of North Standard Bermuda.”*

Insert a new rule 11.3 as follows -

“A person shall cease to be a member of North Standard UK and North Standard Bermuda if for any reason whatsoever the entry of all ships in respect of which such person’s interest was insured by North Standard UK, the club or any of the Club Subsidiaries, and in respect of which they are entitled to be such a member, shall have ceased or terminated.”

Re-number rules 11.3-11.5 as 11.4-11.6.

Rule 21 - the definition of “Member” to be amended so that it reads as follows -

“~~every owner or other person who becomes and is for the time being a member of the club. a person whose entry has been accepted under these rules and who becomes a corporate member of North Standard UK and of North Standard Bermuda pursuant to rule 11.1.~~”

Rule 21 – insert new definitions as follows -

“North Standard Bermuda: means North Standard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).

North Standard UK: means North Standard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”

On page 43, in relation to The Standard Club Asia Ltd - to be amended so that it reads as follows -

“The Standard Fixed P&I rules of The Standard Club Asia Ltd shall be the same as the Standard Fixed P&I rules of The Standard Club UK Ltd amended and varied as follows:

Unless the context otherwise requires, ‘the club’ means ~~The Standard Club UK Ltd or~~ The Standard Club Asia Ltd (company number: 199703224R) as appropriate and references to ‘the articles’ shall be references to the Memorandum and Articles of Association of the club.”

2. Obligations of the Club

North Standard UK and its Irish insurance subsidiary, North of England P&I Designated Activity Company, currently have the right to act jointly and severally to enforce their rules. This principle is to be expanded to all of the underwriting entities in the combined club so that the clubs can act as one club.

Rule 1.6 – to be amended so that it reads as follows -

“Without prejudice to the ability of North Standard UK and the Club Subsidiaries to exercise and/or enforce any rights under these rules, ~~the~~ terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in rule 6.11. The consent of North Standard UK or any of the Club Subsidiaries shall not be required in respect of any variation, waiver, rescission or termination of any provision of these rules.”

Insert a new rule 1.7 as follows -

“The club, North Standard UK and the Club Subsidiaries shall have the power to act jointly and severally to exercise and/or to enforce any rights under these rules but shall be severally liable and not jointly liable for any obligations owed by the others under the rules to a member or any third party or under any other rules of this Class to a member or any third party.”

3. Members Board and Class Committees

The changes introduce the concepts of the Members Board and the group wide Class Committees, both of which will be constituted pursuant to the articles of association of North Standard UK. The Members Board provides members of the combined club with a forum to play a role in the governance of the combined club and, in particular, it has powers to determine discretionary matters that arise in relation to members' claims under the Rules.

The title to Rule 19.1 to be amended and read as follows -

“Powers of the board, subcommittees, Class Committees, the Members Board and managers”

Rule 19.1 – to be amended so that it reads as follows -

“Whenever any power under the rules is: (1) vested in the board, it may be delegated to any subcommittee of the board, eClass eCommittee, the Members Board, or to the managers; (2) conferred or imposed upon the managers, or is delegated to them under rule 19.1(1), it is exercisable by the managers, or by any authorised employee or agent.”

Rule 19.2 – to be amended so that it reads as follows -

“Any power referred to in rule 19.1 is exercisable in the absolute discretion of the board, subcommittee, eClass eCommittee, the Members Board, or managers. The board, any subcommittee, any Class Committee, the Members Board and the managers are not required to give reasons for any decision or determination.”

Rule 21 – insert new definitions as follows -

*“**Class Committee:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.*

***Club Subsidiaries:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK (but excluding the club).*

***Members Board:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.”*

4. Consequential Amendments

There will be minor consequential amendments made to the Rules to reflect the above changes, for example: updating cross references, changes to the index and the inclusion of company registration numbers for identification purposes.

APPENDIX E
DEFENCE CLASS RULES

AMENDMENTS TO THE RULES

1. Membership in North Standard UK and North Standard Bermuda

The following changes are proposed to reflect the fact that members will become corporate members of The North of England Protecting and Indemnity Association Limited (to be renamed North Standard UK Limited) ("**North Standard UK**") and The North of England Mutual Insurance Association (Bermuda) Limited (to be renamed North Standard Reinsurance Limited) ("**North Standard Bermuda**") and, in particular, will be subject to the provisions of the articles of association of North Standard UK.

Rule 1.1 - to be amended so that it reads as follows -

*"These rules, which are subject to the articles **and the articles of association for the time being of North Standard UK**, contain the terms upon which Defence cover is given by the club."*

Rule 1.4 – to be amended so that it reads as follows -

*"The definitions in rule 26 of the P&I class are, to the extent they are applicable, incorporated in and form part of these rules **provided that for the purposes of these rules "Class" shall mean the Defence Class of the club, North Standard UK and the Club Subsidiaries.**"*

APPENDIX F
COASTAL & INLAND CLASS RULES
AMENDMENTS TO THE RULES

1. Membership in North Standard UK and North Standard Bermuda

The following changes are proposed to reflect the fact that members will become corporate members of The North of England Protecting and Indemnity Association Limited (to be renamed North Standard UK Limited) (“**North Standard UK**”) and The North of England Mutual Insurance Association (Bermuda) Limited (to be renamed North Standard Reinsurance Limited) (“**North Standard Bermuda**”) and, in particular, will be subject to the provisions of the articles of association of North Standard UK.

Rule 1.1 - to be amended so that it reads as follows -

*“The rules, which are subject to the articles **and the articles of association for the time being of North Standard UK**, contain the terms upon which P&I cover is given by the club.”*

Rule 11.1 – to be amended so that it reads as follows -

*“Unless the managers otherwise decide, each person whose entry has been accepted under the rules becomes a **corporate** member of ~~the club~~ **North Standard UK and becomes a corporate member of North Standard Bermuda**. Whenever the managers accept an entry by way of reinsurance, the insurer reinsured by the club or person insured by such an insurer may, if the managers agree, become a **corporate** member of **North Standard UK and become a corporate member of North Standard Bermuda**. It is a condition to the acceptance and continuation of any entry that the managers are authorised to sign on behalf of each member all and any documents required to be signed by, or on behalf of, such member in order to become or remain (as the case may be) a corporate member of **North Standard Bermuda**.”*

Insert a new rule 11.3 as follows -

*“A person shall cease to be a member of **North Standard UK and North Standard Bermuda** if for any reason whatsoever the entry of all ships in respect of which such person’s interest was insured by **North Standard UK, the club or any of the Club Subsidiaries**, and in respect of which they are entitled to be such a member, shall have ceased or terminated.”*

Renumber rules 11.3-11.6 as 11.4-11.7.

Rule 26 - the definition of “*Member*” to be amended so that it reads as follows -

*“~~every owner or other person who becomes and is for the time being a member of the club~~ a person whose entry has been accepted under these rules and who becomes a corporate member of **North Standard UK and of North Standard Bermuda pursuant to rule 11.1**.”*

Rule 26 – insert new definitions as follows -

*“**North Standard Bermuda**: means **North Standard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688)**.*

*“**North Standard UK**: means **North Standard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456)**.”*

2. Joint and several enforcement

North Standard UK and its Irish insurance subsidiary, North of England P&I Designated Activity Company, currently have the right to act jointly and severally to enforce their rules. This principle is to be expanded to all of the underwriting entities in the combined club so that the clubs can act as one club, for example with regard to the levying of supplementary calls.

Rule 1.6 – to be amended so that it reads as follows -

“Without prejudice to the ability of North Standard UK and the Club Subsidiaries to exercise and/or enforce any rights under these rules, ~~the~~ terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in rule 6.16. The consent of North Standard UK or any of the Club Subsidiaries shall not be required in respect of any variation, waiver, rescission or termination of any provision of these rules.”

Insert a new rule 1.7 as follows -

“The club, North Standard UK and the Club Subsidiaries shall have the power to act jointly and severally to exercise and/or to enforce any rights under these rules but shall be severally liable and not jointly liable for any obligations owed by the others under the rules to a member or any third party or under any other rules of this Class to a member or any third party.”

3. Contributions

Consistent with the intention to operate the Classes as single classes across the combined club, the following changes amend the reference point for contributions to the Class rather than the individual club entity. This, therefore, clarifies that calls and supplementary calls can be determined by reference to the requirements of the Class as a whole.

Rule 18.1 – to be amended so that it reads as follows -

“Members who have ships entered in ~~the club~~ this Class (together with other members of this Class with entries in North Standard UK and the Club Subsidiaries) in respect of any policy year, not being a closed policy year, other than on fixed premium terms, insure each other against liabilities which they or any of them may incur or become liable to pay and contribute to the funds of the ~~club~~ Class required to meet: (1) all its liabilities and other outgoings, actual or anticipated; (2) all provisions the board deems it expedient to make.”

Rule 18.4 – to be amended so that it reads as follows -

“If at any time the board determines that the whole of the ETP is not required to meet the obligations of the ~~club~~ Class: (1) it may declare a discount of such percentage of the ETP as it may decide; and (2) the liability of the members to pay ETP under rule 18.3 shall be reduced accordingly.”

Rule 18.7 – to be amended so that it reads as follows -

“The board may levy one or more supplementary calls in any open policy year if it determines that the funds or reserves of ~~the club~~ this Class are insufficient for that year, or for any other purpose.”

Rule 20.4 – to be amended so that it reads as follows -

“If the premium obtained exceeds the liabilities and other outgoings falling upon ~~the club~~ this Class for that year, the board may either carry the surplus to reserves or return it in whole or in part to the persons who paid such premium in proportion to the aggregate premium paid by them in such policy year.”

4. **Members Board and Class Committees**

The changes introduce the concepts of the Members Board and the group wide Class Committees (e.g. the Coastal & Inland Class Committee), both of which will be constituted pursuant to the articles of association of North Standard UK. The Members Board provides members of the combined club with a forum to play a role in the governance of the combined club and, in particular, it has powers to determine discretionary matters that arise in relation to members' claims under the Rules.

The title to Rule 23.1 to be amended and read as follows -

“Powers of the board, ~~subcommittees~~, ~~Class Committees~~, ~~the Members Board~~ and managers”

Rule 23.1 – to be amended so that it reads as follows -

“Whenever any power under the rules is: (1) vested in the board, it may be delegated to any subcommittee of the board, ~~eClass eCommittee~~, ~~the Members Board~~, or to the managers; (2) conferred or imposed upon the managers, or is delegated to them under rule 23.1(1), it is exercisable by the managers, or by any authorised employee or agent.”

Rule 23.2 – to be amended so that it reads as follows -

“Any power referred to in rule 23.1 is exercisable in the absolute discretion of the board, subcommittee, ~~eClass eCommittee~~, ~~the Members Board~~, or managers. The board, ~~any subcommittee~~, ~~any Class Committee~~, ~~the Members Board~~ and the managers are not required to give reasons for any decision or determination.”

Rule 26 – insert new definitions as follows -

*“**Class:** means the Coastal & Inland Class of North Standard UK, the club and the Club Subsidiaries.*

***Class Committee:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.*

***Club Subsidiaries:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK (but excluding the club).*

***Members Board:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.”*

5. **Consequential Amendments**

There will be minor consequential amendments made to the Rules to reflect the above changes, for example: updating cross references, changes to the index and the inclusion of company registration numbers for identification purposes.

APPENDIX G
WAR RISKS CLASS RULES
AMENDMENTS TO THE RULES

1. Membership in North Standard UK

The following changes are proposed to reflect the fact that members will become corporate members of The North of England Protecting and Indemnity Association Limited (to be renamed North Standard UK Limited) ("**North Standard UK**") and, in particular, will be subject to the provisions of the articles of association of North Standard UK.

Definition xvi – to be amended so that it reads as follows -

"Member means ~~a Member for the time being of the Association~~ a person whose entry has been accepted under these Rules and also is for the time being a member of North Standard UK pursuant to Rule 13.1."

Insert new Definition as follows -

***North Standard UK** means North Standard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456)."*

Rule 1.1 – to be amended so that it reads as follows -

The cover afforded by the Association ~~for this Class~~ in respect of an Entered Ship consists of the following:

Insert new Rule 1.11 as follows –

"These Rules are subject to the Articles and to the articles of association for the time being of North Standard UK."

Rule 7.2 – to be amended so that it reads as follows -

"The Managers shall be entitled, in their discretion and without assigning any reason, to refuse any application for insurance whether or not the Owner is a Member of ~~the Association~~North Standard UK."

Rule 13.1 - to be amended so that it reads as follows -

"If the Managers accept an application from an Owner who is not already a Member for a ship to be entered in the Association, such Owner shall, as from the date of acceptance of such entry, be and become a ~~corporate M~~member of North Standard UK and his name shall be entered in the Register of Members of North Standard UK."

Rule 13.2 – to be amended so that it reads as follows -

“Whenever the Directors accept an application for reinsurance in accordance with the provisions of Rule 12.1 they may, in their discretion, accept the insurer reinsured by the Association, or the Owner of any ship insured by such insurer or both such insurer or such Owner, as a Member or Members of North Standard UK.”

Rule 13.3 – to be amended so that it reads as follows -

“An Insured Owner, or an insurer or the Owner of any ship insured by him who shall have been accepted as a Member under the provisions of Rule 13.2, shall cease to be a Member under the provisions of Rule 13.1 or Rule 13.2 (as the case may be) if for any reason whatever he shall cease to have any ships entered in the Association for insurance, or reinsurance under the provisions of Rule 13.1 or Rule 13.2 (as the case may be), or after any of the provisions of Rule 33.1 shall apply.”

Insert a new Rule 13.4 as follows -

“A person shall cease to be a member of North Standard UK if for any reason whatsoever the entry of all ships in respect of which such person’s interest was insured by North Standard UK, the Association or any of the Club Subsidiaries, and in respect of which they are entitled to be a member, shall have ceased or terminated.”

2. Joint and several enforcement

North Standard UK and its Irish insurance subsidiary, North of England P&I Designated Activity Company, currently have the right to act jointly and severally to enforce their rules. This principle is to be expanded to all of the underwriting entities in the combined club so that the clubs can act as one club, for example with regard to the levying of supplementary calls.

Insert a new Rule 1.12 as follows -

“The Association, North Standard UK and the Club Subsidiaries shall have the right, pursuant to the Contracts (Rights of Third Parties) Act 1999, to act jointly and severally to exercise and/or to enforce any rights of the Association under these Rules but shall be severally liable and not jointly liable for any obligations owed by the others under the Rules to a Member or any third party or under any other rules of this Class to a Member or any third party. The consent of North Standard UK or any of the Club Subsidiaries shall not be required in respect of any variation, waiver, rescission or termination of any provision of these Rules.”

3. Contributions

Consistent with the intention to operate the Classes as single classes across the combined club, the following changes amend the reference point for contributions to the Class rather than the individual club entity. This, therefore, clarifies that calls and supplementary calls can be determined by reference to the requirements of the Class as a whole.

Rule 24.1 - to be amended so that it reads as follows -

*“The Insured Owners who have entered ships in ~~the Association~~ **this Class** for the risks insured under Rule 2 or Rule 3 or both such Rules for any Policy Year, not being a Policy Year which has been closed, shall **(together with the other members of this Class with entries in North Standard UK and the Club Subsidiaries)** provide by way of Contributions all funds which in the opinion of the Directors are required:*

24.1.1 *to meet such of the general expenses of ~~the Association~~ **this Class** as the Directors may from time to time think fit to charge in respect of that Policy Year against the ~~Association’s~~ insurance business **of this Class**;*

24.1.2 *to meet the claims, expenses and outgoings, whether incurred, accrued or anticipated, of the ~~Association’s~~ insurance business **of this Class** in respect of that Policy Year including, without prejudice to the generality of the foregoing, any proportion of any claims, expenses or outgoings of any insurer other than the Association which have fallen or may be thought likely to fall upon the Association by virtue of any reinsurance or pooling agreement concluded between the Association and such other insurer;*

24.1.3 *for any transfers to reserves or provisions which the Directors may deem it expedient to make out of the Contributions paid in respect of such Policy Year and which the Directors may from time to time think fit to charge against the ~~Association’s~~ insurance business **of this Class** for that Policy Year including, without prejudice to the generality of the foregoing, such transfer to reserves and provisions in respect of any deficiency which has occurred or which may be thought likely to occur in respect of risks in any previous Policy Year, including any closed Policy Year, as the Directors may think proper;”*

Rule 27.2 - to be amended so that it reads as follows -

“27.2 *If it shall be agreed between an Insured Owner and the Managers that a ship is to be entered in the Association **in this Class** as from a specified date occurring after the commencement of any Policy Year, or that the Association is otherwise on risk in respect of any insurance for only a part of any Policy Year (save in the circumstances set out in Rule 27.3), then the Contributions due from the Insured Owner to the Association in respect of that Policy Year shall be payable on a pro rata basis representing the time that such ship is entered for insurance during the Policy Year.”*

4. Members Board and Class Committees

The changes introduce the concepts of the Members Board and the group wide Class Committees, both of which will be constituted pursuant to the articles of association of North Standard UK. The Members Board provides members of the combined club with a forum to play a role in the governance of the combined club and, in particular, it has powers to determine discretionary matters that arise in relation to members’ claims under the Rules.

Insert new Definitions as follows -

“Class means the War Risks Class of North Standard UK, the Association and the Club Subsidiaries.

Class Committee has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.

Club Subsidiaries has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK (but excluding the club).

Members Board has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.”

Rule 44 - to be amended so that it reads as follows -

“MEETINGS OF DIRECTORS AND POWERS OF THE DIRECTORS, SUBCOMMITTEES, CLASS COMMITTEES, THE MEMBERS BOARD AND THE MANAGERS”

Insert new Rule 44.4 as follows -

“44.4 Whenever any power under these Rules is:

44.4.1 vested in the board of Directors, it may be delegated to any subcommittee of the board of Directors, any Class Committee, the Members Board or to the Managers; or

44.4.2 conferred or imposed upon the Managers, or is delegated to them under rule 44.4.1, it is exercisable by the Managers, or by any authorised employee or agent of the Managers.

44.5 Any power referred to in Rule 44.4 is exercisable in the absolute discretion of the board of Directors, subcommittee, Class Committee, the Members Board or the Managers. The board, subcommittee, Class Committee, the Members Board and the Managers are not required to give any reasons for any decision or determination.

44.6 Whenever the Managers’ agreement or approval is required by the Rules, it must be given in writing, and no agreement or approval shall be of any effect in the absence of such written agreement.”

5. Consequential Amendments

There will be minor consequential amendments made to the Rules to reflect the above changes, for example: updating cross references, changes to the index and the inclusion of company registration numbers for identification purposes.

In particular, the following amendments have been made:

Deletion of the preamble:

~~*“(Effective on and from noon Greenwich Mean Time on 20th February 2022) NOTE These Rules were adopted in accordance with the powers conferred by the Articles of Association of the War Risks Rules of The Standard Club UK Ltd which said Articles provide for the alteration or addition to the Rules by Ordinary Resolution passed at a General Meeting of the Members of the Association.”*~~

Definition iv – to be amended so that it reads as follows -

“The Association means ~~War Risks Rules of~~ The Standard Club UK Ltd (company number: 17864).”

Definition viii – to be amended so that it reads as follows -

“Cover afforded by the Association means the cover afforded by the Association *in respect of this Class* as described in Rules 1.1 to 1.10.”

Definition xi – to be amended so that it reads as follows -

“Entered Ship means a ship entered *in this Class* in the Association for insurance.”

Definition xiii – to be amended so that it reads as follows -

“Insured Owner means an Owner (as defined below) by whom or on whose behalf a ship has been entered in the Association *in this Class* irrespective of whether, at any subsequent time, the insurance of the Owner or of the Entered Ship shall have been terminated and irrespective of whether, at any subsequent time, the Owner shall have ceased to be a Member.”

Definition xvii - to be amended so that it reads as follows -

“Owner means in relation to an Entered Ship or a ship which is intended to or desired to be entered in the Association *in this Class*, owner, owners in partnership, Owners holding separate shares in severalty, part owner, mortgagee, trustee, charterer, operator, manager, builder of such ship, or insurer other than the Association as defined by Rule 12.1.”

Definition xxv – to be amended so that it reads as follows -

“These Rules means these Rules *of the Association* as originally framed or as from time to time altered or added to and for the time being in force”

Definition xxvii – to be amended so that it reads as follows -

“Ship means in the context of an Entered Ship or a ship which is intended or desired to be entered in the Association *in this Class* (but in no other context), a ship, boat, hovercraft or any other description of vessel or structure (including any ship, boat, hovercraft or other vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.”

Definitions xxix – to be amended so that it reads as follows -

“Successors means, in relation to all the persons hereinbefore specified in connection with “Owner” and “Insured Owner” and in relation to any other person whatsoever by whom or on whose behalf a ship shall have been entered in the Association *in this Class*, their heirs, executors, administrators, personal representatives, assigns (when permitted under these Rules), receiver, administrative receiver, curator or other person authorised to act on behalf of one who becomes incapable by reason of mental disorder of managing his property or affairs, trustee in bankruptcy, liquidator, administrator and other successors whatsoever.”

Amendments to Rule 47 notice provisions:

Rule 47.2 – to be amended so that it reads as follows -

“A notice or other document required under these Rules to be served on an Insured Owner may be served by post, courier, telex, fax or electronic mail, addressed to such Insured Owner at his address as appearing in the Register of Members of ~~the Association-North Standard UK~~, or at any place of business of a broker or other intermediary through whom a ship to which the notice relates is or was entered in the Association. In the case of Joint Insured Owners all such notices or other documents shall be served on the senior of the Joint Insured Owners and such service shall be sufficient on all the Joint Insured Owners, and for this purpose seniority as between Joint Insured Owners shall be determined by the order in which the names stand as Joint Insured Owners in the Register of Members of ~~the Association-North Standard UK~~.”

Rule 47.3 - to be amended so that it reads as follows -

“Any Insured Owner described in the Register of Members of ~~the Association-North Standard UK~~ by an address not within the United Kingdom who shall from time to time give to ~~North Standard UK~~ or the Association an address within the United Kingdom at which notices or other documents may be served upon him shall be entitled to have notices served upon him at such address which shall be deemed to be his address as appearing for the purpose of Rule 47.2.”

Rule 47.5– to be amended so that it reads as follows -

“Every legal or personal representative, administrative receiver, receiver, curator bonis or other legal curator, trustee in bankruptcy or liquidator of anyone who is or was at any time an Insured Owner shall be bound by a notice or other document served in accordance with this Rule 47, notwithstanding that ~~North Standard UK~~ or the Association may have notice of the Insured Owner’s death, disability, lunacy, bankruptcy, liquidation or administration.”

APPENDIX H
STRIKE & DELAY CLASS RULES
AMENDMENTS TO THE RULES

1. Membership in North Standard UK and North Standard Bermuda

The following changes are proposed to reflect the fact that members will become corporate members of The North of England Protecting and Indemnity Association Limited (to be renamed North Standard UK Limited) (“**North Standard UK**”) and The North of England Mutual Insurance Association (Bermuda) Limited (to be renamed North Standard Reinsurance Limited) (“**North Standard Bermuda**”) and, in particular, will be subject to the provisions of the articles of association of North Standard UK.

Rule 1.1 - to be amended so that it reads as follows -

“The rules, which are subject to the articles ~~and the articles of association for the time being of North Standard UK~~, contain the terms upon which Strike & Delay cover is given by the club.”

Rule 7.4 – to be amended so that it reads as follows -

“Unless the managers otherwise decide, each person whose entry has been accepted under the rules becomes a ~~corporate member of the club of North Standard UK~~ and becomes a corporate member of North Standard Bermuda. Whenever the managers accept an entry by way of reinsurance, the insurer reinsured by the club or person insured by such an insurer may, if the managers agree, become a corporate member of North Standard UK and become a corporate member of North Standard Bermuda. It is a condition to the acceptance and continuation of any entry that the managers are authorised to sign on behalf of each member all and any documents required to be signed by, or on behalf of, such member in order to become or remain (as the case may be) a corporate member of North Standard Bermuda.”

Insert a new rule 7.5 as follows -

“A person shall cease to be a member of North Standard UK and North Standard Bermuda if for any reason whatsoever the entry of all ships in respect of which such person’s interest was insured by North Standard UK, the club or any of the Club Subsidiaries, and in respect of which they are entitled to be a member, shall have ceased or terminated.”

Re-number rules 7.5 - 7.26 as 7.6 - 7.27.

Rule 14 - the definition of “Member” to be amended so that it reads as follows -

“~~every owner or other person who becomes and is for the time being a member of the club.~~ a person whose entry has been accepted under these rules and who becomes a member of North Standard UK and of North Standard Bermuda pursuant to rule 7.4.”

Rule 14 – insert new definitions as follows -

*“**North Standard Bermuda** means North Standard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).”*

North Standard UK means North Standard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”

2. Joint and several enforcement

North Standard UK and its Irish insurance subsidiary, North of England P&I Designated Activity Company, currently have the right to act jointly and severally to enforce their rules. This principle is to be expanded to all of the underwriting entities in the combined club so that the clubs can act as one club, for example with regard to the levying of supplementary calls.

Rule 1.6 – to be amended so that it reads as follows -

“Without prejudice to the ability of North Standard UK and the Club Subsidiaries to exercise and/or enforce any rights under these rules, ~~the~~ terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in these rules. The consent of North Standard UK or any of the Club Subsidiaries shall not be required in respect of any variation, waiver, rescission or termination of any provision of these rules.”

Insert a new rule 1.7 as follows -

“The club, North Standard UK and the Club Subsidiaries shall have the power to act jointly and severally to exercise and/or to enforce any rights under these rules but shall be severally liable and not jointly liable for any obligations owed by the others under the rules to a member or any third party or under any other rules of this Class to a member or any third party.”

3. Contributions

Consistent with the intention to operate the Classes as single classes across the combined club, the following changes amend the reference point for contributions to the Class rather than the individual club entity. This, therefore, clarifies that calls and supplementary calls can be determined by reference to the requirements of the Class as a whole.

Rule 10.1 – to be amended so that it reads as follows -

“Members who have ships entered in ~~the club~~ this Class (together with other members of this Class with entries in North Standard UK and the Club Subsidiaries) in respect of any policy year, not being a closed policy year, other than on fixed premium terms, insure each other against liabilities which they or any of them may incur or become liable to pay and contribute to the funds of the ~~club~~ Class required to meet: (1) all its liabilities and other outgoings, actual or anticipated; (2) all provisions the board deems it expedient to make.”

Rule 10.4 – to be amended so that it reads as follows -

“If at any time the board determines that the whole of the ETP is not required to meet the obligations of the ~~club~~ Class: (1) it may declare a discount of such percentage of the ETP as it may decide; and (2) the liability of the members to pay ETP under rule 18.3 shall be reduced accordingly.”

Rule 10.7 – to be amended so that it reads as follows -

“The board may levy one or more supplementary calls in any open policy year if it determines that the funds or reserves of ~~the club~~ this Class are insufficient for that year, or for any other purpose.”

Rule 11.14 – to be amended so that it reads as follows -

“If the premium obtained exceeds the liabilities and other outgoings falling upon ~~the club~~ this Class for that year, the board may either carry the surplus to reserves or return it in whole or in part to the persons who paid such premium in proportion to the aggregate premium paid by them in such policy year.”

4. Members Board and Class Committees

The changes introduce the concepts of the Members Board and the group wide Class Committees (e.g. the Strike & Delay Class Committee), both of which will be constituted pursuant to the articles of association of North Standard UK. The Members Board provides members of the combined club with a forum to play a role in the governance of the combined club and, in particular, it has powers to determine discretionary matters that arise in relation to members' claims under the Rules.

The title to Rule 12.1 to be amended and read as follows -

“Powers of the board, ~~subcommittees~~, Class Committees, the Members Board and managers”

Rule 12.1 – to be amended so that it reads as follows -

“Whenever any power under the rules is: (1) vested in the board, it may be delegated to any subcommittee of the board, ~~eClass eCommittee~~, the Members Board, or to the managers; (2) conferred or imposed upon the managers, or is delegated to them under rule 12.1(1), it is exercisable by the managers, or by any authorised employee or agent.”

Rule 12.2 – to be amended so that it reads as follows -

“Any power referred to in rule 12.1 is exercisable in the absolute discretion of the board, subcommittee, ~~eClass eCommittee~~, the Members Board, or managers. The board, any subcommittee, any Class Committee, the Members Board and the managers are not required to give reasons for any decision or determination.”

Rule 14 – insert new definitions as follows -

*“**Class:** means the Strike & Delay Class of North Standard UK, the club and the Club Subsidiaries.*

***Class Committee:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.*

***Club Subsidiaries:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK (but excluding the club).*

***Members Board:** has the meaning given to it in article 2 of the articles of association for the time being of North Standard UK.”*

5. Consequential Amendments

There will be minor consequential amendments made to the Rules to reflect the above changes, for example: updating cross references, changes to the index and the inclusion of company registration numbers for identification purposes.

APPENDIX I

NOTES:

Your proxy

Every member of the company entitled to attend, speak and vote at the above meeting is entitled to appoint one or more proxies to attend, speak and vote on their behalf at the meeting. The appointment of a proxy will not prevent a member from subsequently attending, speaking and voting at the meeting in person.

A member is entitled to appoint a proxy of their choice and that person need not be a member of the company. If you wish your proxy to speak on your behalf at the meeting you will need to appoint your own choice of proxy (not the chairman) and give your instructions directly to them. If such an appointment is made, please delete the words 'the chairman of the meeting' and insert the name of the person appointed proxy in the space provided.

Please include the full name of the member in the relevant Form(s) of Proxy.

A corporate member may appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member provided that no more than one corporate representative exercises powers over the same vote.

The resolutions

You can show how you want your proxy to vote on each of the resolutions. Full details of the resolutions are set out in the accompanying Notice(s) of class meeting.

If this form is returned without any indication as to how the person appointed proxy shall vote, the proxy will exercise their discretion as to how they vote or whether they abstain from voting.

Your signature

You must sign and date the relevant Form(s) of Proxy. If it is signed by someone else on your behalf, the power of attorney or other authority under which it is signed (or a copy of the authority certified notarially) must be returned with the Form(s) of Proxy.

In the case of a corporate member, the relevant Form(s) of Proxy must be executed under its common seal or signed by a duly authorised officer. If the signatory is a duly authorised officer a certified copy of the document providing such authority must be returned with the form. Please provide detail of the capacity in which you are signing the form(s).

Return of Form(s) of Proxy

For the appointment of a proxy to be valid you must complete and sign the relevant Form(s) of Proxy and ensure that Form(s) of Proxy, together with, where applicable, any power of attorney or other authority under which it is executed (or a notarised copy of the same) are sent to the secretary of the company by email to membermeetings@standardclub.com and be received not less than 48 hours before the time fixed for holding the meetings or any adjournment thereof.

Rules

Copies of the rules referred to for the current policy year (2022/23) are available on the Standard Club website at [Rules: 2022 - 2023 - Standard Club \(standard-club.com\)](https://www.standard-club.com/rules)

TO BE VALID THE FORM(S) OF PROXY MUST BE RECEIVED BY THE SECRETARY OF THE COMPANY NOT LATER THAN 11:40 am (CET TIME) ON WEDNESDAY 25 MAY 2022

THE STANDARD CLUB UK LTD

(‘the company’)

Registered no: 17864

MEETING OF THE PROTECTION & INDEMNITY CLASS

Friday 27 May 2022 from 11:40 am (CET time)

(‘the meeting’)

Form of Proxy

I (Block Capitals)

On behalf of (INSERT FULL MEMBER NAME)

of (INSERT MEMBER ADDRESS)

a member of the above-named company, hereby appoint the chairman of the meeting or.....as my proxy to vote for me on my behalf at the general meeting of the members of the Protection & Indemnity class (class 1) of the company to be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time), and at any adjournment thereof.

Signature on behalf of member or Common Seal

In my capacity asDated2022

Please indicate with an X in the spaces below how you wish your votes to be cast.

ORDINARY RESOLUTIONS	For	Against	Withheld
1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions (the ‘ Conditions ’) set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix B to the Circular dated 3 May 2022.			

<p>2. THAT, subject to and conditional upon the satisfaction or waiver of the Conditions, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the Offshore Protection & Indemnity Rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix C to the Circular dated 3 May 2022.</p>			
<p>3. THAT, subject to and conditional upon the satisfaction or waiver of the Conditions, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the Fixed Premium Protection & Indemnity Rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix D to the Circular dated 3 May 2022.</p>			

THE STANDARD CLUB UK LTD

(‘the company’)

Registered no: 17864

MEETING OF THE DEFENCE CLASS

Friday 27 May 2022 from 11:40 am (CET time)

(‘the meeting’)

Form of Proxy

I (Block Capitals)

On behalf of (INSERT FULL MEMBER NAME)

of (INSERT MEMBER ADDRESS)

a member of the above-named company, hereby appoint the chairman of the meeting or.....as my proxy to vote for me on my behalf at the general meeting of the members of the Defence class (class 2) of the company to be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time), and at any adjournment thereof.

Signature on behalf of member or Common Seal

In my capacity asDated2022

Please indicate with an X in the spaces below how you wish your vote to be cast.

ORDINARY RESOLUTION	For	Against	Withheld
1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the Defence class of the company be adopted, including amendments as set out in Appendix E to the Circular dated 3 May 2022.			

THE STANDARD CLUB UK LTD

(‘the company’)

Registered no: 17864

MEETING OF THE COASTAL & INLAND CLASS

Friday 27 May 2022 from 11:40 am (CET time)

(‘the meeting’)

Form of Proxy

I (Block Capitals)

On behalf of (INSERT FULL MEMBER NAME)

of (INSERT MEMBER ADDRESS)

a member of the above-named company, hereby appoint the chairman of the meeting or.....as my proxy to vote for me on my behalf at the general meeting of the members of the Coastal & Inland class (class 3) of the company to be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time), and at any adjournment thereof.

Signature on behalf of member or Common Seal

In my capacity asDated2022

Please indicate with an X in the spaces below how you wish your vote to be cast.

ORDINARY RESOLUTION	For	Against	Withheld
1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the Coastal & Inland class of the company be adopted, including amendments as set out in Appendix F to the Circular dated 3 May 2022.			

THE STANDARD CLUB UK LTD

(‘the company’)

Registered no: 17864

MEETING OF THE WAR RISKS CLASS

Friday 27 May 2022 from 11:40 am (CET time)

(‘the meeting’)

Form of Proxy

I (Block Capitals)

On behalf of (INSERT FULL MEMBER NAME)

of (INSERT MEMBER ADDRESS)

a member of the above-named company, hereby appoint the chairman of the meeting or.....as my proxy to vote for me on my behalf at the general meeting of the members of the War Risks class (class 4) of the company to be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time), and at any adjournment thereof.

Signature on behalf of member or Common Seal

In my capacity asDated2022

Please indicate with an X in the spaces below how you wish your vote to be cast.

ORDINARY RESOLUTION	For	Against	Withheld
1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the War Risks class of the company be adopted, including amendments as set out in Appendix G to the Circular dated 3 May 2022.			

THE STANDARD CLUB UK LTD

(‘the company’)

Registered no: 17864

MEETING OF THE STRIKE & DELAY CLASS

Friday 27 May 2022 from 11:40 am (CET time)

(‘the meeting’)

Form of Proxy

I (Block Capitals)

On behalf of (INSERT FULL MEMBER NAME)

of (INSERT MEMBER ADDRESS)

a member of the above-named company, hereby appoint the chairman of the meeting or.....as my proxy to vote for me on my behalf at the general meeting of the members of the Strike & Delay class (class 5) of the company to be held at Hotel Eden, Via Ludovisi 49, 00187 Rome, Italy on Friday 27 May 2022 at 11:40 am (CET time), and at any adjournment thereof.

Signature on behalf of member or Common Seal

In my capacity asDated2022

Please indicate with an X in the spaces below how you wish your vote to be cast.

ORDINARY RESOLUTION	For	Against	Withheld
1. THAT, subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022, with effect from noon Greenwich Mean Time on 20 February 2023 (or such other time and/or date as the parties to the framework agreement may agree in writing), the rules of the Strike & Delay class of the company be adopted, including amendments as set out in Appendix H to the Circular dated 3 May 2022.			