



Setting the standard for service and security

組合員の皆様

2015年12月18日

ルール改定およびクラス・コミッティー選挙について

ルールの改定

本クラブの P&I、オフショア、戦争危険、ロンドンの各クラスのルール改定案、変更内容の説明 および改定の発効に必要な総会の詳細を別添資料にてご案内いたします。各総会の招集通知につきましては、下記をご確認ください。

ロンドンクラス・コミッティー選挙

下記の年次総会招集通知に記載のとおり、ロンドンクラスのコミッティー・メンバーの再選が議案として上がっています。

総会招集通知

付属書類 A は、P&I クラス(クラス 1)の年次総会招集通知です。総会では P&I ルールおよびオフショア P&I ルールの改定に関する議案が検討されます。ルール改定案の詳細とその注記については付属書類 B および C をご覧ください。

付属書類 D は、ロンドンクラス(クラス 3)の年次総会招集通知です。総会ではロンドンクラスルールの改定およびクラス・コミッティーのメンバーの再選に関する議案が検討されます。ルール改定案の詳細は付属書類 B をご覧ください。

The Standard Club Europe Ltd

www.standard-club.com

Registered in England No. 17864. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Managers' London Agents: **Charles Taylor & Co. Limited.** Registered in England No. 2561548 Charles Taylor & Co. Limited is an appointed representative of Charles Taylor Services Limited, which is authorised and regulated by the Financial Conduct Authority





付属書類 E は、戦争危険クラス (クラス 4) の年次総会招集通知です。総会では戦争危険クラスルールの改定に関する議案が検討されます。ルールの改定案の詳細は付属書類 F をご覧ください。

総会にご出席いただけない組合員の方は、添付の委任状のご提出をお願いいたします。委任状の最後に記載されている注意事項をお読みの上、正確にご記入ください。代理人は組合員以外の方でも結構ですが、委任状が有効であるためには、記入済みの委任状を、総会開始時間の 48 時間前までに本クラブの登録事務所(Standard House, 12-13 Essex Street, London WC2R 3AA)内の事務担当に届くようご手配ください。なお、委任状をご記入・提出いただいた場合でも、総会へのご出席および議決権の直接行使は可能です。

以上

Jeremy Grose

Chief Executive

Charles Taylor & Co Limited

Direct Line: +44 20 3320

8835

E-mail: jeremy.grose@ctplc.com

(本回覧は、英文クラブ回覧を組合員各位の便宜のために日本語に仮訳したものです)

APPENDIX A

THE STANDARD CLUB EUROPE LTD ('the company')

Registered no: 17864

NOTICE OF A GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Annual General Meeting of the members of the P&I Class (Class 1) of the company will be held at Rosewood Hotel, Tucker's Point, 60 Tucker's Point Drive, Hamilton HS 02 Bermuda on 26 January 2016 at 8.45am for the purpose of considering and, if thought fit, passing the following resolutions:

Rule changes

- 1. THAT with effect from noon GMT on 20 February 2016, the Rules of the Protection and Indemnity Class of the company be amended as set out in Appendix B to the letter to the members dated 18 December 2015.
- 2. THAT with effect from noon GMT on 20 February 2016, the Offshore P&I Rules of the Protection and Indemnity Class of the company be amended as set out in Appendix C to the letter to the members dated 18 December 2015.

Date: 18 December 2015 By order of the Board

Registered office: Standard House 12-13 Essex Street London WC2R 3AA

Charles Taylor & Co. Limited Secretary

- 1. A member of the company or a member of the P&I Class entitled to attend, speak and vote at the meeting is entitled to appoint one or more proxies to attend, speak and vote on his/her behalf. A proxy need not be a member of the company. A proxy will have the same number of votes on a show of hands as if the member who appointed the proxy was at the meeting.
- 2. The appointment of a proxy will not prevent a member from subsequently attending, speaking and voting at the meeting in person. Details of how to appoint the chairman of the meeting or another person as your proxy are set out in the notes to the Form of Proxy. 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.
- 3. For the instrument appointing a proxy to be effective, you must complete the enclosed Form of Proxy and ensure that the Form of Proxy, together with any power of attorney or other authority under which it is executed (or a notarially certified copy of the same) is deposited with the Secretary of the company, Charles Taylor & Co Limited, Standard House, 12-13 Essex Street, London WC2R 3AA or scanned and emailed to pandi.london@ctplc.com not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
- 4. A corporate member can 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.
- 5. Copies of the Rules and the Offshore Rules of the P&I Class are available at the company's registered office during normal office hours and at the meeting.





APPENDIX B

P&I CLASS RULES LONDON CLASS RULES AMENDMENTS TO THE RULES

1. Insurance Act 2015

These amendments are made in response to the implementation of the UK Insurance Act 2015 as outlined in the circular to members dated 19 November 2015.

Rule 1.5 Renumber as 1.5.1

After "1906 and" insert ", upon its entry into force, the Insurance Act 2015"

Replace "such Act" with "such Acts"

Replace "modification" with "modifications"

Insert new rule 1.5.2 as follows:

"The following provisions of the Insurance Act 2015 ("the Act") are excluded from the rules and any contract of insurance as follows:

- (1) Section 8 and Section 14 of the Act are excluded. As a result any breach of the duty of fair presentation and/or the duty of utmost good faith shall entitle the club to avoid the policy in all circumstances.
- (2) Section 10 of the Act is excluded. As a result if the member or any insured party fails to comply with any warranty in these rules or any contract of insurance the club shall be discharged from liability from the date of the breach even if the breach is subsequently remedied.
- (3) Section 11 of the Act is excluded. As a result if the member or any insured party fails to comply with any term in these rules or any contract of insurance, the club's liability may be excluded, limited or discharged in accordance with these rules notwithstanding that the breach could not have increased the risk of the loss which actually occurred.
- (4) Section 13 of the Act is excluded. As a result the club shall be entitled to exercise its right to terminate the contract of insurance in respect of the member and all insured parties in the event that a fraudulent claim is submitted by or on behalf of the member and/or any insured party and/or any affiliated or associated company of the member.
- (5) Section 13(A) of the Act is excluded. As a result these rules or any contract of insurance between the club, the member and any insured party shall not be subject to any implied term that the club will pay any sums due in respect of a



claim within a reasonable time save that the club may not deliberately or recklessly fail to do so."

Rule 10.1 Delete "provide"

After "must" insert "make to the managers a fair presentation of the risk by providing"

Rule 10.2 Replace the rule with the following:

"The applicant will ensure that every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith."

Rule 11.2 After "such ship" insert "with effect from the time of disclosure or failure to disclose."

2. Through transport

This change clarifies that liabilities for loss of or damage to cargo carried under a Through Transport contract of carriage that has been approved by the managers are covered whether the basis of liability is in contract, bailment, tort or otherwise.

Rule 3.13.3 after "damage to or" insert "other"

delete "in respect of" and replace with "to"

delete ", for which the member may be liable"

3. Electronic Bills of Lading

This amendment clarifies that, in circumstances where cargo is properly delivered to the person so entitled in accordance with the terms of an electronic trading system approved by the managers, cover will be unaffected even if the electronic trading system is not recognised in a particular jurisdiction.

Rule 3.13, Exclusion (5) – Amend the rule to read as follows:

"the delivery of cargo carried under a negotiable document of title (including an electronic bill of lading) without production (or the equivalent thereof in the case of an electronic bill of lading) of that document by the person to whom delivery is made except where the cargo has been carried:

a) under the terms of a non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the member may be liable under the terms of a negotiable document of title issued by or on behalf of a party other than the



member providing for carriage in part upon the ship and in part upon another ship or by another mode of transport; or

b) under the terms of an electronic trading system approved by the managers and has been properly delivered to the person so entitled in accordance therewith."

4. Production operations

This change provides greater clarity in respect of the period in which a ship is deemed to be carrying out production operations.

Rule 5.12.2 – delete "employed to"

replace "carry" with "carrying"

Insert new rule 5.12.4 as follows:

"If the ship is carrying out production operations, rule 5.12.2 shall apply:

- a) from the time that a connection, whether directly or indirectly, has been established between the ship and the well until such time that the ship has been disconnected from the well as part of a planned procedure to leave the site for the purpose of navigation to shore or to another production site; or
- b) where the ship is unintentionally, as well as intentionally as an emergency response, disconnected from the well; or
- c) where the ship remains connected to the well, but production is shut down, whether or not as an emergency response."

5. P&I War risks clause

This amendment reflects a change in the International Group Excess P&I War reinsurance contract and widens cover to include P&I war risks that arise from the use of an electronic system in the launch, guidance or firing of any weapon.

Insert new paragraph 6.2 as follows:

"Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile."

6. War risks clause for additional covers

This amendment widens cover in respect of special risks to include P&I war risks that arise





from the use of an electronic system in the launch, guidance or firing of any weapon.

Insert new paragraph 6.2 as follows:

"Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile."

APPENDIX C

STANDARD OFFSHORE RULES AMENDMENTS TO THE RULES

1. Insurance Act 2015

These amendments are made in response to the implementation of the UK Insurance Act 2015 as outlined in the circular to members dated 19 November 2015.

Rule 1.5 Renumber as 1.5.1

After "1906 and" insert ", upon its entry into force, the Insurance Act 2015"

Replace "such Act" with "such Acts"

Replace "modification" with "modifications"

Insert new rule 1.5.2 as follows:

"The following provisions of the Insurance Act 2015 ("the Act") are excluded from the rules and any contract of insurance as follows:

- (1) Section 8 and Section 14 of the Act are excluded. As a result any breach of the duty of fair presentation and/or the duty of utmost good faith shall entitle the club to avoid the policy in all circumstances.
- (2) Section 10 of the Act is excluded. As a result if the member or any insured party fails to comply with any warranty in these rules or any contract of insurance the club shall be discharged from liability from the date of the breach even if the breach is subsequently remedied.
- (3) Section 11 of the Act is excluded. As a result if the member or any insured party fails to comply with any term in these rules or any contract of insurance, the club's liability may be excluded, limited or discharged in accordance with these rules



notwithstanding that the breach could not have increased the risk of the loss which actually occurred.

(4) Section 13 of the Act is excluded. As a result the club shall be entitled to exercise its right to terminate the contract of insurance in respect of the member and all insured parties in the event that a fraudulent claim is submitted by or on behalf of the member and/or any insured party and/or any affiliated or associated company of the member.

(5) Section 13(A) of the Act is excluded. As a result these rules or any contract of insurance between the club, the member and any insured party shall not be subject to any implied term that the club will pay any sums due in respect of a claim within a reasonable time save that the club may not deliberately or recklessly fail to do so."

Rule 10.1 - Delete "provide"

After "must" insert "make to the managers a fair presentation of the risk by providing"

Rule 10.2 - Replace the rule with the following:

"The applicant will ensure that every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith."

Rule 11.2 - After "in respect of the unit" insert "with effect from the time of disclosure or failure to disclose."

2. Offshore P&I war risks clause

This amendment widens cover to include P&I war risks that arise from the use of an electronic system in the launch, guidance or firing of any weapon.

Insert new paragraph 6.2 as follows:

"Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile."





APPENDIX D

THE STANDARD CLUB EUROPE LTD ('the company')

Registered no: 17864

NOTICE IS HEREBY GIVEN THAT an Annual General Meeting of the members of the London Class (Class 3) of the company will be held at Rosewood Hotel, Tucker's Point, 60 Tucker's Point Drive, Hamilton HS 02 Bermuda on 26 January 2016 at 8.50am for the purpose of considering and, if thought fit, passing the following resolutions:

Rule changes

1. THAT with effect from noon GMT on 20 February 2016, the Rules of the London Class of the company be amended as set out in Appendix B to the letter to the members dated 18 December 2015.

Re-election of class committee members

- 2. THAT Gunther Josef Jaegers be re-elected as the chairman of the class committee.
- 3. THAT Richard Borchard be re-elected as a class committee member.
- 4. THAT Ian McNaught be re-elected as a class committee member.
- 5. THAT Pieter Wassenaar be re-elected as a class committee member.

Date: 16 December 2015 By order of the Board



Registered office: Standard House 12-13 Essex Street London WC2R 3AA Charles Taylor & Co. Limited Secretary



- 1. A member of the company or a member of the London Class entitled to attend, speak and vote at the meeting is entitled to appoint one or more proxies to attend, speak and vote on his/her behalf. A proxy need not be a member of the company. A proxy will have the same number of votes on a show of hands as if the member who appointed the proxy was at the meeting.
- 2. The appointment of a proxy will not prevent a member from subsequently attending, speaking and voting at the meeting in person. Details of how to appoint the chairman of the meeting or another person as your proxy are set out in the notes to the Form of Proxy. 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.
- 3. For the instrument appointing a proxy to be effective, you must complete the enclosed Form of Proxy and ensure that the Form of Proxy, together with any power of attorney or other authority under which it is executed (or a notarially certified copy of the same) is deposited with the Secretary of the company, Charles Taylor & Co Limited, Standard House, 12-13 Essex Street, London WC2R 3AA or scanned and emailed to pandi.london@ctplc.com not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
- 4. A corporate member can 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.
- 5. Copies of the Rules of the London Class are available at the company's registered office during normal office hours and at the meeting.





APPENDIX E

THE STANDARD CLUB EUROPE LTD ('the company')

Registered no: 17864

NOTICE IS HEREBY GIVEN THAT an Annual General Meeting of the members of the War Risks Class (Class 4) of the company will be held at Rosewood Hotel, Tucker's Point, 60 Tucker's Point Drive, Hamilton HS 02 Bermuda on 26 January 2016 at 8.55am for the purpose of considering and, if thought fit, passing the following resolutions:

Rule changes

1. THAT with effect from noon GMT on 20 February 2016, the Rules of the War Risks Class of the company be amended as set out in Appendix F to the letter to the members dated 18 December 2015.

Date: 18 December 2015 By order of the Board

> Charles Taylor & Co. Limited Secretary

Registered office: Standard House 12-13 Essex Street London WC2R 3AA

- 1. A member of the company or a member of the War Risks Class entitled to attend, speak and vote at the meeting is entitled to appoint one or more proxies to attend, speak and vote on his/her behalf. A proxy need not be a member of the company. A proxy will have the same number of votes on a show of hands as if the member who appointed the proxy was at the meeting.
- 2. The appointment of a proxy will not prevent a member from subsequently attending, speaking and voting at the meeting in person. Details of how to appoint the chairman of the meeting or another person as your proxy are set out in the notes to the Form of Proxy. 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.
- 3. For the instrument appointing a proxy to be effective, you must complete the enclosed Form of Proxy and ensure that the Form of Proxy, together with any power of attorney or other authority under which it is executed (or a notarially certified copy of the same) is deposited with the Secretary of the company, Charles Taylor & Co Limited, Standard House, 12-13 Essex Street, London WC2R 3AA or scanned and emailed to pandi.london@ctplc.com not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
- 4. A corporate member can 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.
- 5. Copies of the Rules of the War Risks Class are available at the company's registered office during normal office hours and at the meeting.





APPENDIX F

WAR RISKS CLASS RULES AMENDMENTS TO THE RULES

1. Insurance Act 2015

These amendments are made in response to the implementation of the UK Insurance Act 2015.

Rule 8 – Amend the rule to read as follows:

"When applying for insurance or on the renewal of any insurance, an Owner or Insured Owner shall make to the Managers a fair presentation of the risk by furnishing or disclosing to the Managers all such particulars and information as may be material to the insurance given by the Association or as the Managers may require. The Owner or Insured Owner shall ensure that every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith."

Rule 10.1.3 - After "any Joint Insured Owner to" insert "make a fair presentation and/or"

Rule 48 - Amend the heading to read as follows:

"Rules subject to the Marine Insurance Act and the Insurance Act"

After "Marine Insurance Act 1906" insert "and, upon its entry into force, the Insurance Act 2015,"

Add the following paragraph:

"The following provisions of the Insurance Act 2015 ("the Act") are excluded from the rules and any contract of insurance as follows:

- (1) Section 8 and Section 14 of the Act are excluded. As a result any breach of the duty of fair presentation and/or the duty of utmost good faith shall entitle the Association to avoid the policy in all circumstances.
- (2) Section 10 of the Act is excluded. As a result if the Insured Owner fails to comply with any warranty in these Rules and/or any contract of insurance, the Association shall be discharged from liability from the date of the breach even if the breach is subsequently remedied.
- (3) Section 11 of the Act is excluded. As a result if the Insured Owner fails to comply with any term in these Rules and/or any contract of insurance, the Association's liability may be exôluded, limited or discharged in accordance

(4) Section 13(A) of the Act is excluded. As a result these Rules and/or any contract of insurance between the Association and any Insured Owner shall not be subject to any implied term that the Association will pay any sums due in respect of a claim within a reasonable time save that the Association may not deliberately or recklessly fail to do so."

2. Cyber exclusion

This amendment widens cover to include war risks that arise from the use of an electronic system in the launch, guidance or firing of any weapon.

After rule 4.D.7 insert "PROVIDED ALWAYS that:"

Insert new rule 4.D.7.1 as follows:

"Rule 4.D.7 shall not operate to exclude losses (which would otherwise be covered under Rule 2 Parts B, C, D, E and F, Rule 3 and Rule 4.A.2) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile."





THE STANDARD CLUB EUROPE LTD ('the company')

Registered no: 17864

ANNUAL GENERAL MEETING OF THE P&I CLASS

26 January 2016 at 8.40am ('the meeting')

Form of Proxy

P&I (Point	coxy to vote for me on my behalf at the Annual General Meeting of Class (Class 1) of the company to be held at Rosewood Hotel, Tucked Drive, Hamilton HS 02 Bermuda on 26 January 2016 at 8.45am armment thereof.	er's Point, 6	
Signa	ture Dated	2	201
	e indicate with an X in the spaces below how you wish your votes to	be cast.	AGAINST
OKD.	INARI RESOLUTIONS	FOR	AGAINSI
1.	THAT with effect from noon GMT on 20 February 2016, the Rules of the Protection and Indemnity Class of the company be amended as set out in Appendix B to the letter to the members dated 18 December 2015.		
2.	THAT with effect from noon GMT on 20 February 2016, the Offshore P&I Rules of the Protection and Indemnity Class of the company be amended as set out in Appendix C to the letter to the		

Notes:

- 1. A member may appoint a proxy of his own choice. If such an appointment is made, delete the words 'the chairman of the meeting' and insert the name of the person appointed proxy in the space provided.
- 2. If the appointer is a corporation, this form must be under its common seal or under the hand of some officer or attorney duly authorised in that behalf.
- 3. If this form is returned without any indication as to how the person appointed proxy shall vote, he will exercise
 - his discretion as to how he votes or whether he abstains from voting.

members dated 18 December 2015.

- 4. To be valid at the General Meeting referred to, this form must be completed, signed and dated. It should then be deposited with the Secretary of the company, Charles Taylor & Co Limited, Standard House, 12-13 Essex
 - Street, London WC2R 3AA, or scanned and emailed to pandi.london@ctplc.com not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
- 5. Completion and return of this form will not prevent you from attending and voting in person if you wish.





THE STANDARD CLUB EUROPE LTD ('the company')

ANNUAL GENERAL MEETING OF THE LONDON CLASS

26 January 2016 at 8.50am ('the meeting')

Form of Proxy

company, hereby appoint the ch my proxy to vote for me on my London Class (Class 3) of the	airman of the meeting orbehalf at the Annual General Meeting company to be held at Rosewood H HS 02 Bermuda on 26 January 201	as of the members of the Hotel, Tucker's Point, 60
Signature	Dated	201
Please indicate with an X in the cast.	e spaces below how you wish your vo	ites to be

ORDINARY RESOLUTIONS		FOR	AGAINST
1.	THAT with effect from noon GMT on 20 February 2016, the Rules of the London Class of the company be amended as set out in Appendix B to the letter to the members dated 18		
2.	THAT Gunther Josef Jaegers be re-elected as the chairman of the class committee.		
3.	THAT Richard Borchard be re-elected as a class committee member.		
4.	THAT Ian McNaught be re-elected as a class committee member.		
5.	THAT Pieter Wassenaar be re-elected as a class committee member.		

- 1. A member may appoint a proxy of his own choice. If such an appointment is made, delete the words 'the chairman of the meeting' and insert the name of the person appointed proxy in the space provided.
- 2. If the appointer is a corporation, this form must be under its common seal or under the hand of some officer or attorney duly authorised in that behalf.
- 3. If this form is returned without any indication as to how the person appointed proxy shall vote, he will exercise his discretion as to how he votes or whether he abstains from voting.
- 4. To be valid at the General Meeting referred to, this form must be completed, signed and dated. It should then be deposited with the Secretary of the company, Charles Taylor & Co Limited, Standard House, 12-13





Essex Street, London WC2R 3AA, or scanned and emailed to pandi.london@ctplc.com not less than 48 hours before the time fixed for holding the meeting or adjourned meeting. Completion and return of this form will not prevent you from attending and voting in person if you wish.

5.



THE STANDARD CLUB EUROPE LTD ('the company')

ANNUAL GENERAL MEETING OF THE WAR RISKS CLASS

26 January 2016 at 8.55am ('the meeting')

Form of Proxy

I (Block Capitals)	g or
Signature Dated	201
Please indicate with an X in the spaces below how you cast.	ou wish your votes to be

ORDIN	ARY RESOLUTIONS	FOR	AGAINST
1.	THAT with effect from noon GMT on 20 February 2016, the Rules of the War Risks Class of the company be amended as set out in Appendix F to the letter to the members dated 18 December 2015.		

- 1. A member may appoint a proxy of his own choice. If such an appointment is made, delete the words 'the chairman of the meeting' and insert the name of the person appointed proxy in the space provided.
- 2. If the appointer is a corporation, this form must be under its common seal or under the hand of some officer or attorney duly authorised in that behalf.
- 3. If this form is returned without any indication as to how the person appointed proxy shall vote, he will exercise
 - his discretion as to how he votes or whether he abstains from voting.
- 4. To be valid at the General Meeting referred to, this form must be completed, signed and dated. It should then be deposited with the Secretary of the company, Charles Taylor & Co Limited, Standard House, 12-13 Essex Street, London WC2R 3AA, or scanned and emailed to pandi.london@ctplc.com not less than 48 hours before
 - the time fixed for holding the meeting or adjourned meeting.
- 5. Completion and return of this form will not prevent you from attending and voting in person if you wish.