

## 組合員の皆様

2013年11月13日

### クラブ・ルールの改定およびクラス・コミッティーの選任について

#### クラブ・ルールの改定

この度のご案内に添付しております付属資料は、当クラブのP&I、オフショア、ディフェンスの各ルールの改定案およびその説明、ならびに改定の発効に必要な組合員総会に関するものです。各総会の招集通知につきましては、以下に概略を説明しております。

#### クラス・コミッティーの選任

各クラスのコミッティーメンバーは、以下に概説する添付の招集通知に記載の通り、再選案がクラスの年次総会に提示されます。

#### 総会の招集通知

別紙Aは、P&Iクラス（クラス1）の年次総会招集通知です。本総会では、P&IルールおよびオフショアP&Iルールの改定、ならびにクラス・コミッティーのメンバーの再選に関する決議案が検討されます。別紙Bおよび別紙Cには、ルールの具体的な改定案とその説明を記載しております。

別紙Dは、ディフェンスクラス（クラス2）の年次総会招集通知です。本総会では、ディフェン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決議案が検討されます。別紙Eには、ルールの具体的な改定案を記載しております。

The Standard Club Europe Ltd

[www.standard-club.com](http://www.standard-club.com)

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Registered Address: Standard House, 12-13 Essex Street, London WC2R 3AA, UK  
Telephone: +44 20 3320 8888 Email: [pandi.london@ctplc.com](mailto:pandi.london@ctplc.com)

総会にご出席いただけない場合に備えて、委任状用紙を同封しております。用紙の最後に記載されている注意事項をよくお読みの上、正確にご記入をお願いいたします。代理人は組合員でなくても結構ですが、委任状を有効とするためには、総会の開始時刻の**48時間前**までに当クラブの登録事務所（Standard House, 12-13 Essex Street, London WC2R 3AA）内の事務担当者に同委任状が届く必要があることにご注意ください。ただし、委任状を記入、送付した場合であっても、組合員が希望すれば、本人が直接総会へ出席および投票することを妨げるものではありません。

以上



Alistair Groom  
Chief Executive  
Charles Taylor & Co Limited

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(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 Le Meurice Hotel, 228 Rue de Rivoli, 75001 Paris, France, on 21 January 2014 at 12.00 noon 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 2014, 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 13 November 2013.
2. THAT with effect from noon GMT on 20 February 2014, 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 13 November 2013.

**Re-election of class committee members**

3. THAT Emanuele Lauro be re-elected as a P&I class committee member.
4. THAT Yoshihiko Nakagami be re-elected as a P&I class committee member.
5. THAT Arthur Bensler be re-elected as a P&I class committee member.
6. THAT Cesare d'Amico be re-elected as a P&I class committee member.
7. THAT Paolo Clerici be re-elected as a P&I class committee member.
8. THAT Bhumindr Harinsuit be re-elected as a P&I class committee member.
9. THAT Gunther Jaegers be re-elected as a P&I class committee member.
10. THAT David Marock be re-elected as a P&I class committee member.

11. THAT Andreas Martinos be re-elected as a P&I class committee member.
12. THAT Constantine Peraticos be re-elected as a P&I class committee member.
13. THAT Teo Siong Seng be re-elected as a P&I class committee member.

Date: 13 November 2013  
By order of the Board

Charles Taylor & Co. Limited  
Secretary

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

**Notes:**

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](mailto: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  
AMENDMENTS TO THE RULES****1. Repatriation**

This amendment clarifies that cover for repatriation liabilities incurred under Guideline B2.5 of Regulation 2.5 of MLC 2006 responds in respect of both crew and other persons that fall within the definition of 'seafarer' under MLC 2006.

Rule 3.1.2.2 – Amend the rule to read as follows:

*“Liabilities in respect of repatriation under Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention (MLC 2006) or domestic legislation by a state party implementing MLC 2006.”*

Place Exclusion to rule 3.1.2.1 directly beneath rule 3.1.2.1

Rule 6.16.5 – Amend the rule to read as follows:

*“The member agrees that, save to the extent that any such sum would have been recoverable by the member under rule 3.1.2.1 or any other paragraph of rule 3, any payment by the club under rule 3.1.2.2 shall be by way of loan and he shall both indemnify the club in respect of such payment and assign to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any insured or third party.”*

**2. Damage to other ships (other than by collision)**

This amendment brings the wording of the rule into line with the wording contained in other rules relating to property damage and clarifies that cover extends to liability for salvage of the other ship and cargo or other property therein.

Rule 3.7 – Amend the rule to read as follows:

*“Liabilities for loss of or damage to, delay to, interference with rights in relation to, or liability for salvage or wreck removal costs incurred in respect of, any other ship or any cargo or other property therein caused other than by collision with the ship.”*

**3. Wreck liabilities**

This change clarifies that cover for wreck liabilities will only respond if the ship has become a wreck as a result of a casualty.

Rule 3.11 - Insert new exclusion (5) as follows:

*“(5) There shall be no recovery in respect of liabilities for or incidental to the raising,*

*removal, destruction, lighting or marking of the wreck of the ship unless the ship became a wreck as a result of a casualty. For the purpose of this rule 'casualty' means collision, stranding, explosion, fire or similar fortuitous event, but excludes any wreck caused by dereliction or neglect."*

Rule 3.11.3 – delete "or event".

#### **4. Sue and labour**

This amendment clarifies that legal, survey, expert and correspondent fees that are incurred as a sue and labour expense are subject to the deductible which would have been applicable had the liability or expenditure against which the member is insured been incurred.

Rule 3.20 – Replace the existing wording with:

*"Extraordinary costs and expenses, including legal, survey, expert and correspondent fees, reasonably incurred on or after the occurrence of any event liable to give rise to a claim upon the club and incurred solely for the purpose of avoiding or minimising any liability against which the member is insured by the club, but only to the extent that those costs and expenses have been incurred with the prior agreement of the managers, or to the extent that the board determines.*

*Exclusion to rule 3.20*

*Unless the managers or the board otherwise decide, there shall be deducted from such costs and expenses the deductible which would have been applicable had the liability or expenditure against which the member is insured by the club been incurred."*

#### **5. Detention**

This amendment clarifies that P&I liabilities generally (not just cargo liabilities) that arise out of the arrest or detention of or delay to the ship pursuant to a claim that is not covered under the rules are excluded.

Rule 5.5 – renumber rule 5.5 as rule 5.5.1 and insert new rule 5.5.2 as follows:

*"Liabilities arising out of arrest or detention of or delay to the ship pursuant to a claim against the member liability for which is not covered under the rules."*

Delete Exclusion 11 to Rule 3.13

#### **6. Payment**

This amendment clarifies when payments made via a member's broker of sums due to the club or the member are considered to be paid.

Rule 20.1 – renumber rule 20.1 as rule 20.1.1

Insert new rule 20.1.2 as follows:

*“Where a member has appointed a broker, the broker is the agent of the member. Payments of premium and other sums due to the club shall not be considered received by the club until actually received by it, and payment by the member to his broker or other intermediary shall not constitute payment to the club.”*

Insert new rule 20.1.3 as follows:

*“Where the member has appointed a broker, payment by the club to the broker of sums due to the member shall constitute payment to the member. Any such payment shall fully discharge the club’s liability to the member in respect of such sums.”*

## **7. Bio-chemical risks inclusion clause**

This change clarifies that the Bio-chemical risks inclusion clause is not available for chartered entries.

Paragraph 1.1 – Replace the first sentence with the following:

*“The liability of the member, not being a charterer:”*

## APPENDIX C

### STANDARD OFFSHORE RULES AMENDMENTS TO THE RULES

#### 1. Repatriation

This amendment clarifies that cover for repatriation liabilities incurred under Guideline B2.5 of Regulation 2.5 of MLC 2006 responds in respect of both crew and other persons that fall within the definition of 'seafarer' under MLC 2006.

Rule 3.1.2.2 – Amend the rule to read as follows:

*“Liabilities in respect of repatriation under Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention (MLC 2006) or domestic legislation by a state party implementing MLC 2006.”*

Place Exclusion to rule 3.1.2.1 directly beneath rule 3.1.2.1

Rule 6.11.5 – Amend the rule to read as follows:

*“The member agrees that, save to the extent that any such sum would have been recoverable by the member under rule 3.1.2.1 or any other paragraph of rule 3, any payment by the club under rule 3.1.2.2 shall be by way of loan and he shall both indemnify the club in respect of such payment and assign to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any insured or third party.”*

#### 2. Damage to other ships (other than by collision)

This amendment brings the wording of the rule into line with the wording contained in other rules relating to property damage and clarifies that cover extends to liability for salvage of the other ship and cargo or other property therein.

Rule 3.5 – Amend the rule to read as follows:

*“Liabilities for loss of or damage to, delay to, interference with rights in relation to, or liability for salvage or wreck removal costs incurred in respect of, a ship or any cargo or other property therein caused other than by collision with the unit.”*

#### 3. Wreck liabilities

This change clarifies that cover for wreck liabilities will only respond if the unit has become a wreck as a result of a casualty.

Rule 3.8 - Insert new exclusion (8) as follows:

*“(8) There shall be no recovery in respect of liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the unit unless the unit became a wreck as a result*



*of a casualty. For the purpose of this rule ‘casualty’ means collision, stranding, explosion, fire or similar fortuitous event, but excludes any wreck caused by dereliction or neglect.”*

Rule 3.8.4 – delete “or event”.

#### **4. Sue and labour**

This amendment clarifies that legal, survey, expert and correspondent fees that are incurred as a sue and labour expense are subject to the deductible which would have been applicable had the liability or expenditure against which the member is insured been incurred.

Rule 3.11 – Replace the existing wording with:

*“Extraordinary costs and expenses, including legal, survey, expert and correspondent fees, reasonably incurred on or after the occurrence of any event liable to give rise to a claim upon the club and incurred solely for the purpose of avoiding or minimising any liability against which the member is insured by the club, but only to the extent that those costs and expenses have been incurred with the prior agreement of the managers, or to the extent that the board determines.*

*Exclusion to rule 3.11*

*Unless the managers or the board otherwise decide, there shall be deducted from such costs and expenses the deductible which would have been applicable had the liability or expenditure against which the member is insured by the club been incurred.”*

#### **5. Detention**

This amendment clarifies that P&I liabilities that arise out of the arrest or detention of or delay to the unit pursuant to a claim that is not covered under the rules are excluded.

Rule 5.5 – renumber rule 5.5 as rule 5.5.1 and insert new rule 5.5.2 as follows:

*“Liabilities arising out of arrest or detention of or delay to the unit pursuant to a claim against the member liability for which is not covered under the rules.”*

#### **6. Fines and pollution**

This amendment clarifies that all fines, including pollution fines, are now discretionary and are subject to a combined single limit of US\$50 million any one event.

Rule 3.6.5 – Replace the rule as follows:

*“Fines imposed on the member or upon any other person whom he reasonably reimburses or is legally liable to indemnify in respect of the accidental discharge or escape of any substance arising from risks covered under rules 3.6.1, 3.6.3 and 3.6.4, but:*

*(1) only to the extent that the member has satisfied the board that he took all such steps as appear to the board to be reasonable to avoid the event giving rise to the fine; and*

*(2) any amounts claimed in respect of such fine are recoverable only to the extent that the board may determine.”*

Rule 6.3 – renumber paragraphs (2) and (3) and insert new paragraph (2) as follows:

*“(2) US\$50 million combined single limit any one event for all claims under rules 3.6.5 and 3.9;”*

## **7. Payment**

This amendment clarifies when payments made via a member’s broker of sums due to the club or the member are considered to be paid.

Rule 19.1 - renumber rule 19.1 as rule 19.1.1

Insert new rule 19.1.2 as follows:

*“Where a member has appointed a broker, the broker is the agent of the member. Payments of premium and other sums due to the club shall not be considered received by the club until actually received by it, and payment by the member to his broker or other intermediary shall not constitute payment to the club.”*

Insert new rule 19.1.3 as follows:

*“Where the member has appointed a broker, payment by the club to the broker of sums due to the member shall constitute payment to the member. Any such payment shall fully discharge the club’s liability to the member in respect of such sums.”*

## **8. Offshore Bio-chemical risks inclusion clause**

This change clarifies that the Offshore Bio-chemical risks inclusion clause is not available for chartered entries.

Paragraph 1.1 – Replace the first sentence with the following:

*“The liability of the member, not being a charterer:”*

**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 Defence Class (Class 2) of the company will be held at Le Meurice Hotel, 228 Rue de Rivoli, 75001 Paris, France, on 21 January 2014 at 12.05 pm 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 2014, the Rules of the Defence Class of the company be amended as set out in Appendix E to the letter to the members dated 13 November 2013.

**Re-election of class committee members**

2. THAT Emanuele Lauro be re-elected as a Defence class committee member.
3. THAT Yoshihiko Nakagami be re-elected as a Defence class committee member.
4. THAT Arthur Bensler be re-elected as a Defence class committee member.
5. THAT Cesare d'Amico be re-elected as a Defence class committee member.
6. THAT Paolo Clerici be re-elected as a Defence class committee member.
7. THAT Bhumindr Harinsuit be re-elected as a Defence class committee member.
8. THAT Gunther Jaegers be re-elected as a Defence class committee member.
9. THAT David Marock be re-elected as a Defence class committee member.
10. THAT Andreas Martinos be re-elected as a Defence class committee member.
11. THAT Constantine Peraticos be re-elected as a Defence class committee member.
12. THAT Teo Siong Seng be re-elected as a Defence class committee member.

Date: 13 November 2013  
By order of the Board

Charles Taylor & Co. Limited  
Secretary

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

**Notes:**

1. A member of the company or a member of the Defence 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](mailto: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 Defence Class are available at the company's registered office during normal office hours and at the meeting.

## APPENDIX E

DEFENCE CLASS RULES  
AMENDMENTS TO THE RULES**1. Limits**

This new clause makes Defence cover subject to a limit of US\$5 million any one claim, dispute or proceeding.

Section B - Amend the heading to read as follows:

*“Section B: Scope of Cover, Recovery and Limits”*

Insert new Rule 2.7 as follows:

*“Unless and to the extent that the board otherwise determines, the costs for which the member is insured shall be limited to US\$5 million any one claim, dispute or proceeding.”*

**THE STANDARD CLUB EUROPE LTD ('the company')**

Registered no: 17864

**ANNUAL GENERAL MEETING OF THE P&I CLASS****21 January 2014 at 12.00 noon ('the meeting')****Form of Proxy**

I (Block Capitals) ....., 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 Annual General Meeting of the members of the P&I Class (Class 1) of the company to be held at Le Meurice Hotel, 228 Rue de Rivoli, 75001 Paris, France, on 21 January 2014 at 12.00 noon and at any adjournment thereof.

Signature .....

Dated ..... 201.....

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

<b>ORDINARY RESOLUTIONS</b>	<b>FOR</b>	<b>AGAINST</b>
1. THAT with effect from noon GMT on 20 February 2014, 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 13 November 2013.		
2. THAT with effect from noon GMT on 20 February 2014, 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 13 November 2013.		
3. THAT Emanuele Lauro be re-elected as a P&I class committee member.		
4. THAT Yoshihiko Nakagami be re-elected as a P&I class committee member.		
5. THAT Arthur Bensler be re-elected as a P&I class committee member.		
6. THAT Cesare d'Amico be re-elected as a P&I class committee member.		

ORDINARY RESOLUTIONS		FOR	AGAINST
7.	THAT Paolo Clerici be re-elected as a P&I class committee member.		
8.	THAT Bhumindr Harinsuit be re-elected as a P&I class committee member.		
9.	THAT Gunther Jaegers be re-elected as a P&I class committee member.		
10.	THAT David Marock be re-elected as a P&I class committee member.		
11.	THAT Andreas Martinos be re-elected as a P&I class committee member.		
12.	THAT Constantine Peraticos be re-elected as a P&I class committee member.		
13.	THAT Teo Siong Seng be re-elected as a P&I class committee member.		

**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.
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](mailto: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 DEFENCE CLASS****21 January 2014 at 12.05 pm ('the meeting')****Form of Proxy**

I (Block Capitals) ....., 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 Annual General Meeting of the members of the Defence Class (Class 2) of the company to be held at Le Meurice Hotel, 228 Rue de Rivoli, 75001 Paris, France, on 21 January 2014 at 12.05 pm and at any adjournment thereof.

Signature .....

Dated ..... 201.....

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

<b>ORDINARY RESOLUTIONS</b>	<b>FOR</b>	<b>AGAINST</b>
1. THAT with effect from noon GMT on 20 February 2014, the Rules of the Defence Class of the company be amended as set out in Appendix E to the letter to the members dated 13 November 2013.		
2. THAT Emanuele Lauro be re-elected as a Defence class committee member.		
3. THAT Yoshihiko Nakagami be re-elected as a Defence class committee member.		
4. THAT Arthur Bensler be re-elected as a Defence class committee member.		
5. THAT Cesare d'Amico be re-elected as a Defence class committee member.		
6. THAT Paolo Clerici be re-elected as a Defence class committee member.		
7. THAT Bhumindr Harinsuit be re-elected as a Defence class committee member.		



ORDINARY RESOLUTIONS	FOR	AGAINST
8. THAT Gunther Jaegers be re-elected as a Defence class committee member.		
9. THAT David Marock be re-elected as a Defence class committee member.		
10. THAT Andreas Martinos be re-elected as a Defence class committee member.		
11. THAT Constantine Peraticos be re-elected as a Defence class committee member.		
12. THAT Teo Siong Seng be re-elected as a Defence class committee member.		

**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.
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](mailto: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.