

# CIRCULAR

Setting the standard for  
service and security

The Standard 

## TO ALL OWNERS AND MEMBERS

18 December 2015

Dear Sirs

### **RULE AMENDMENTS**

#### **Rule amendments**

The attachments to this letter set out proposed amendments to the club's P&I, Offshore and Singapore War Risks Mutual rules, explanations for the proposed changes, and details of the necessary meetings of owners/members to effect these proposed amendments. The relevant meeting notices are referred to below.

#### **Meeting notices**

In Appendix A to this letter you will find a notice of an Extraordinary General Meeting of the owners/members of the P&I Class (Class 1) of the Association. This has been called to consider resolutions for amendments to the P&I Rules and the Offshore P&I Rules. You will find in Appendices B and C details of the proposed rule amendments together with explanatory notes.

In Appendix D you will find a notice of an Extraordinary General Meeting of the owners/members of the Singapore War Risks Mutual (Class 3) of the Association. This has been called to consider resolutions for amendments to the Singapore War Risks Mutual Rules. You will find in Appendix E details of the proposed rule amendments.

The Standard Club Asia Ltd

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

Incorporated in Singapore No. 199703224R. Authorised and regulated by the Monetary Authority of Singapore

Managers: Charles Taylor Mutual Management (Asia) Pte. Limited

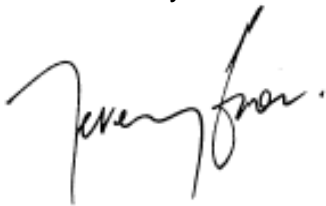
Registered Office: 140 Cecil Street, #15-00 PIL Building, Singapore 069540. Registered in Singapore No. 199703244C

Telephone: +65 6506 2896 E-mail: [pandi.singapore@ctplc.com](mailto:pandi.singapore@ctplc.com)

**Charles  
Taylor**

Proxy forms for the meetings are enclosed for those who are unable to attend. It is important that the proxy forms should be completed correctly and your attention is drawn to the notes at the bottom of the proxy forms. A proxy need not be an owner/member but you are reminded that, to be valid, the forms, duly completed, must reach the club's secretary at the club's registered office at 140 Cecil Street, #15-00, PIL Building, Singapore 069540, not less than 12 hours before the time of the meetings. Completion and return of the proxy forms will not prevent you from attending and voting in person if you so wish.

Yours faithfully



Jeremy Grose  
Chairman  
Charles Taylor Mutual Management (Asia) Pte Limited

Direct Line: +44 20 3320 8835  
E-mail: [jeremy.grose@ctplc.com](mailto:jeremy.grose@ctplc.com)

## APPENDIX A

## THE STANDARD CLUB ASIA LTD ('the company')

Company Registration No: 199703224-R

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**NOTICE IS HEREBY GIVEN THAT** an extraordinary general meeting of the owners/members of the company and the owners of the P&I Class will be held at Rosewood Hotel, Tucker's Point, 60 Tucker's Point Drive, Hamilton HS 02 Bermuda on 26 January 2015 at 9.00am to transact the following business:

## RESOLUTIONS

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 owners/members of the company dated 16 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 owners/members of the company dated 18 December 2015.

Dated 18 December 2015

By order of the Board

D J Roberts  
Secretary

Registered Office:  
140 Cecil Street  
#15-00, PIL Building  
Singapore 069540

## Notes:

1. A member of the company or an owner of the P&I Class entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be an owner/member.
2. An instrument appointing a proxy must be left at the registered office, or scanned and e-mailed to [pandi.singapore@ctplc.com](mailto:pandi.singapore@ctplc.com), not less than 12 hours before the time appointed for holding the Meeting.
3. Copies of the Rules of the P&I Class of the company 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. 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 ASIA LTD  
(‘the company’)

Company Registration No: 199703224-R

**NOTICE IS HEREBY GIVEN THAT** an extraordinary general meeting of the owners/members of the company and the owners of the Singapore War Risks Mutual will be held at Rosewood Hotel, Tucker’s Point, 60 Tucker’s Point Drive, Hamilton HS 02 Bermuda on 26 January 2016 at 9.05am the purpose of considering and, if thought fit, passing the following Resolution:

**RESOLUTION**

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

Dated 18 December 2015

By order of the Board

D J Roberts  
Secretary

Registered Office:  
140 Cecil Street  
#15-00,  
PIL Building  
Singapore  
069540

**Notes:**

1. A member of the company or an owner of the Singapore War Risks Mutual entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be an owner/member.
2. An instrument appointing a proxy must be left at the registered office, or scanned and e-mailed to [pandi.singapore@ctplc.com](mailto:pandi.singapore@ctplc.com), not less than 12 hours before the time appointed for holding the Meeting.
3. Copies of the Rules of the Singapore War Risks Mutual of the company are available at the company’s registered office during normal office hours and at the meeting.

## APPENDIX E

SINGAPORE WAR RISKS MUTUAL 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 7 - 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 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 club 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 9.1.3 - After “any joint insured owner to” insert “make a fair presentation and/or”

Rule 46 - 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 club 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 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 insured owner fails to comply with any term in these rules and/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(A) of the Act is excluded. As a result these rules and/or any contract of insurance between the club and the insured owner 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.”*

## **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.C.7 insert “*PROVIDED ALWAYS that:*”

Insert new rule 4.C.7.1 as follows:

*“Rule 4.C.7 shall not operate to exclude losses (which would otherwise be covered under rule 2 and rule 3) 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.”*

**EXTRAORDINARY GENERAL MEETING OF THE P&I CLASS  
26 January 2016 at 9.00am ('the meeting')**

**Form of Proxy**

The undersigned, a member of The Standard Club Asia Ltd or owners of the P&I Class of the said company, hereby appoints the chairman of the meeting or \_\_\_\_\_ to be the undersigned's proxy in the order named to vote on behalf of the undersigned at the extraordinary general meeting of the owners/members of the said company to be held at Rosewood Hotel, Tucker's Point, 60 Tucker's Point Drive, Hamilton HS 02 Bermuda on 26 January 2016 at 9.00am, and every adjournment thereof.

| FOR | AGAINST | RESOLUTIONS  |
|-----|---------|--|
|     |         | 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 owners/members of the company dated 18 December 2015.              |
|     |         | 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 owners/members of the company dated 18 December 2015. |

AS WITNESS the hand of the undersigned this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

FOR (NAME OF OWNER/MEMBER IN CAPITALS) \_\_\_\_\_

By \_\_\_\_\_

(Office) \_\_\_\_\_

**Notes:-**

1. If you wish any person other than the chairman to act as your proxy, please insert the name of your proxy in the space provided. If no name is inserted you will be deemed to have appointed the chairman of the meeting. A proxy need not be an owner/member.
2. Please indicate with an X in the appropriate space how you wish your vote to be cast in respect of the Resolutions. On receipt of this form duly signed but without any specific direction how you wish your vote to be cast, the proxy will vote in favour of the Resolutions.
3. In the case of a corporation this form should either be under its seal or be signed by an authorised officer of the corporation, who should state in the line below his office (e.g., company secretary, director).
4. To be valid at the extraordinary general meeting referred to, this form must be completed, signed and deposited with the secretary of the company, 140 Cecil Street, #15-00, PIL Building, Singapore 069540, or scanned and e-mailed to [pandi.singapore@ctplc.com](mailto:pandi.singapore@ctplc.com), not less than 12 hours before the time of the meeting. Completion and return of this form will not prevent you from attending and voting in person if you so wish.

**EXTRAORDINARY GENERAL MEETING OF THE WAR CLASS  
26 January 2016 at 9.05am ('the meeting')**

**Form of Proxy**

The undersigned, a member of The Standard Club Asia Ltd, or owners of the Singapore War Risks Mutual of the said company, hereby appoints the chairman of the meeting or \_\_\_\_\_ to be the undersigned's proxy in the order named to vote on behalf of the undersigned at the extraordinary general meeting of the owners/members of the said company to be held at Rosewood Hotel, Tucker's Point, 60 Tucker's Point Drive, Hamilton HS 02 Bermuda on 26 January 2016 at 9.05am and every adjournment thereof.

| FOR | AGAINST | RESOLUTION   |
|-----|---------|--|
|     |         | THAT with effect from noon GMT on 20 February 2016, the Rules of the Singapore War Risks Mutual of the company be amended as set out in Appendix E to the letter to the owners/members of the company dated 18 December 2015 |

AS WITNESS the hand of the undersigned this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

FOR (NAME OF OWNER/MEMBER IN CAPITALS) \_\_\_\_\_

By \_\_\_\_\_

(Office) \_\_\_\_\_

**Notes:-**

1. If you wish any person other than the chairman to act as your proxy, please insert the name of your proxy in the space provided. If no name is inserted you will be deemed to have appointed the chairman of the meeting. A proxy need not be an owner/member.
2. Please indicate with an X in the appropriate space how you wish your vote to be cast in respect of the Resolution. On receipt of this form duly signed but without any specific direction how you wish your vote to be cast, the proxy will vote in favour of the Resolution.
3. In the case of a corporation this form should either be under its seal or be signed by an authorised officer of the corporation, who should state in the line below his office (eg, company secretary, director).
4. To be valid at the extraordinary general meeting referred to, this form must be completed, signed and deposited with the secretary of the company, 140 Cecil Street, #15-00, PIL Building, Singapore 069540, or scanned and e-mailed to [pandi.singapore@ctplc.com](mailto:pandi.singapore@ctplc.com), not less than 12 hours before the time of the meeting. Completion and return of this form will not prevent you from attending and voting in person if you so wish.