



Setting the standard for service and security

TO ALL MEMBERS

18 December 2015

Dear Sirs

RULE AMENDMENTS ELECTION OF CLASS COMMITTEE

Rule amendments

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

London class committee elections

Members of the committee of the London class are proposed for re-election at the London class Annual General Meeting as set out in the attached meeting notice referred to below.

Meeting notices

In Appendix A to this letter you will find a notice of an Annual General Meeting of the 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 Annual General Meeting of members of the London Class (Class 3) of the Association. This has been called to consider resolutions for amendments to the London Class Rules and for the re-election of class committee members. You will find in Appendix B details of the proposed rule amendments.

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

Registered Address: Standard House, 12–13 Essex Street, London W C2R 3AA, UK Telephone: +44 20 3320 8888 Email: pandi.london@ctplc.com



CIRCULAR



In Appendix E you will find a notice of an Annual General Meeting of the members of the War Risks Class (Class 4) of the Association. This has been called to consider resolutions for amendments to the War Risks Class Rules. You will find in Appendix F details of the proposed rule amendments.

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 a 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 Standard House, 12-13 Essex Street, London WC2R 3AA, not less than 48 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 Chief Executive

Charles Taylor & Co Limited

Direct Line: +44 20 3320 8835 E-mail: jeremy.grose@ctplc.com

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

 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

Charles Taylor & Co. Limited Secretary

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





- 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 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 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

I (Block Capitals), a member of the above-named

company, hereby appoint the chairman of the meeting or						
Signature Dated		201				
	e indicate with an X in the spaces below how you wish your votes to be	<u> </u>	T			
ORDINARY RESOLUTIONS		FOR	AGAINST			
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					

- 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.





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

Class (Class 3) of the company to be held at Rosewood Hotel, Tucker's Point, 60 Tucker's Point Drive, Hamilton HS 02 Bermuda on 26 January 2016 at 8.50am and at any adjournment thereof.							
Signatı	ure Dated	20)1				
Please	indicate with an X in the spaces below how you wish your votes to be	e cast.					
ORDIN	IARY 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 December 2015.						
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						

Notes:

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.
- 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 WAR RISKS CLASS

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

Form of Proxy

compa proxy t Class (ck Capitals) ny, hereby appoint the chairman of the meeting or o vote for me on my behalf at the Annual General Meet Class 4) of the company to be held at Rosewood Hot Hamilton HS 02 Bermuda on 26 January 2016 at 8.55an	ing el,	of the m Tucker's	embe	 ers of t, 60	the War Ris Tucker's Po	my sks	
Signatı	ıre Dated					201		
Please indicate with an X in the spaces below how you wish your votes to be cast.								
ORDIN	IARY RESOLUTIONS			FO	R	AGAINST		
1.	THAT with effect from noon GMT on 20 February 201 Rules of the War Risks Class of the company be ame out in Appendix F to the letter to the members dated 1	nde						

Notes:

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.