



Setting the standard for service and security

### TO ALL MEMBERS

9 December 2016

**Dear Sirs** 

#### RULE AMENDMENTS ELECTION OF CLASS COMMITTEES

#### **Rule amendments**

The attachments to this letter set out proposed amendments to the club's P&I, Offshore 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 London Class Committee 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 the members of the London Class (Class 3) of the Association. This has been called to consider resolutions for amendment to the London Class rules and the re-election of class committee members.

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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 WC2R 3AA, UK Telephone: +44 20 3320 8888 Email: pandi.london@ctplc.com





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 Pulitzer Amsterdam, Prinsengracht 315–331, 1016 GZ Amsterdam The Netherlands on 31 January 2017 at 8.45 am 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 2017, 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 9 December 2016.
- 2. THAT with effect from noon GMT on 20 February 2017, 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 9 December 2016.

Date: 9 December 2016 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 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. Maritime Labour Convention (Extract 1)

This change reflects the agreement of the International Group clubs to cover on a nonpoolable basis their members' liability to seafarers under the amended MLC 2006 for up to 4 months' unpaid wages as well as other MLC liabilities not otherwise recoverable under the rules.

#### Extract 1 Maritime Labour Convention

Delete rule 3.1.2.2

Renumber rule 3.1.2.1 as 3.1.2

Replace "Exclusion to rule 3.1.2.1" with "Exclusion to rule 3.1.2"

Renumber rule 4.5(7) as 4.5(8)

Insert new rule 4.5(7) as follows:

"a certificate in compliance with Regulation 2.5, paragraph 2 and Standard A4.2, paragraph 1(b) of the Maritime Labour Convention 2006 (MLC 2006) or domestic legislation by a state party implementing MLC 2006"

Rule 6.16.1 – delete "or repatriation under rule 3.1.2.2"

Delete rule 6.16.5

Section 05 – insert new MLC extension clause as follows:

#### *"Maritime Labour Convention extension clause 2017"*

- 1. Subject only to the other provisions of this extension, the club shall discharge and pay on the member's behalf under the 2006 Maritime Labour Convention, as amended (MLC 2006) or domestic legislation by a state party implementing MLC 2006:
  - (a) Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and
  - (b) Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.
- 2. The member shall reimburse the club in full:
  - (a) any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.2; and



- (b) any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.1.
- 3. There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.
- 4. The club shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or the member's servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:
  - (a) Any chemical, biological, bio-chemical or electromagnetic weapon
  - (b) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.
  - (a) This extension may be cancelled in respect of war risks by the club on 30 days' notice to the member (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).
  - (b) Whether or not such notice of cancellation has been given this extension shall terminate automatically in respect of war risks:
    - (i) Upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

- (ii) In respect of any ship, in connection with which cover is granted hereunder, in the event of such ship being requisitioned either for title or use.
- (c) This extension excludes loss, damage, liability or expense arising from:
  - (i) The outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, The Russian Federation, the People's Republic of China;
  - (ii) Requisition for title or use.
- 6. This extension shall be subject to rules 4.4, 4.8, 6.22 and 17.2(5)
- 7. Without prejudice to paragraph 5, cover under this extension shall cease 30 days after notice of termination in accordance with either Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.12.
- 8. Any dispute arising out of or in connection with this extension shall be resolved in accordance with rule 25.

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9. For the purpose of this extension:

*"member" means any insured party who is liable for the payment of calls, contributions, premium or other sums due under the terms of entry* 

"seafarer" shall have the same meaning as in MLC 2006.

*"war risks" means the risks set out in rule 4.3.* 

# 2. Pollution (Extract 2)

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This change clarifies that pollution liabilities which but for the terms of any contract of carriage would have been allowable in general average adjusted under the unamended York Antwerp rules 2016 are excluded.

# Extract 2 Pollution

Exclusions to rule 3.8 – after "York Antwerp Rules 1994" insert "or the unamended York Antwerp Rules 2016"

# 3. Production operations (Extract 3)

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

# Extract 3 Drilling and production operations

Rule 5.12.4 – amend the rule to read as follows:

"If the ship is carrying out production operations, rule 5.12.2 shall apply from the time that a connection, whether directly or indirectly, has been established between the ship and the well pursuant to a contract under which the ship is employed until such time that the ship is finally disconnected from the well in accordance with that contract."

# 4. War risks clause for additional covers (Extract 4)

This amendment ensures that cover for MLC liabilities not otherwise recoverable under the rules that arise as a result of war risks is only provided by way of the Maritime Labour Convention extension clause and not by way of the war risks clause for additional covers.

# Extract 4 War risks clause for additional covers

Paragraph 1 - after "without amendment," insert "other than such as may be covered under the Maritime Labour Convention extension clause 2017."



## **APPENDIX C**

### STANDARD OFFSHORE RULES AMENDMENTS TO THE RULES

### 1. Maritime Labour Convention (Extract 1)

This change widens cover in respect of MLC liabilities to include a member's liability to seafarers under the amended MLC 2006 for up to 4 months' unpaid wages.

### Extract 1 Maritime Labour Convention

Delete rule 3.1.2.2

Renumber rule 3.1.2.1 as 3.1.2

Replace "Exclusion to rule 3.1.2.1" with "Exclusion to rule 3.1.2"

Renumber rule 4.4(4) as 4.4(5)

Insert new rule 4.4(4) as follows:

"a certificate in compliance with Regulation 2.5, paragraph 2 and Standard A4.2, paragraph 1(b) of the Maritime Labour Convention 2006 (MLC 2006) or domestic legislation by a state party implementing MLC 2006"

Rule 6.11.1 – delete "or repatriation under rule 3.1.2.2"

Delete rule 6.11.5

Section 05 – insert new Offshore MLC extension clause as follows:

#### "Offshore Maritime Labour Convention extension clause 2017

- 1. Subject only to the other provisions of this extension, the club shall discharge and pay on the member's behalf under the 2006 Maritime Labour Convention, as amended (MLC 2006) or domestic legislation by a state party implementing MLC 2006:
  - a. Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and
  - b. Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.
- 2. The member shall reimburse the club in full:
  - (a) any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.2; and
  - (b) any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.1.



- 3. There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.
- 4. The club shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or the member's servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:
  - a. Any chemical, biological, bio-chemical or electromagnetic weapon
  - b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.
- 5.

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- a. This extension may be cancelled in respect of war risks by the club on 30 days' notice to the member (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).
- b. Whether or not such notice of cancellation has been given this extension shall terminate automatically in respect of war risks:
  - *i.* Upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

- *ii.* In respect of any unit, in connection with which cover is granted hereunder, in the event of such unit being requisitioned either for title or use
- c. This extension excludes loss, damage, liability or expense arising from:
  - *i.* The outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, The Russian Federation, the People's Republic of China;
  - *ii.* Requisition for title or use.
- 6. This extension shall be subject to rules 4.7, 4.9, 6.16 and 17.2(5)
- 7. Without prejudice to paragraph 5, cover under this extension shall cease 30 days after notice of termination in accordance with either Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.12.
- 8. Any dispute arising out of or in connection with this extension shall be resolved in accordance with rule 22.
- 9. For the purpose of this extension:





*"member" means any insured party who is liable for the payment of calls, contributions, premium or other sums due under the terms of entry* 

"seafarer" shall have the same meaning as in MLC 2006.

"war risks" means the risks set out in rule 4.3."



## 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 Pulitzer Amsterdam, Prinsengracht 315–331, 1016 GZ Amsterdam The Netherlands on 31 January 2017 at 8.50 am 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 2017, the Rules of the London Class of the company be amended as set out in Appendix B to the letter to the members dated 9 December 2016

### **Re-election of class committee members**

- 2. THAT Robert Beets be re-elected as a class committee member.
- 3. THAT Axel Meynkohn be re-elected as a class committee member.
- 4. THAT Maxim Mirzoev be re-elected as a class committee member.
- 5. THAT Antoine Struyf be re-elected as a class committee member.

Date: 9 December 2014 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 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.



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

## Registered no: 17864

## ANNUAL GENERAL MEETING OF THE P&I CLASS

## 31 January 2017 at 8.45am ('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 Pulitzer Amsterdam, Prinsengracht 315–331, 1016 GZ Amsterdam The Netherlands on 31 January 2017 at 8.45 am and at any adjournment thereof.

Signature .....

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

CIRCULAR

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

ORDINARY RESOLUTIONS		FOR	AGAINST
1.	THAT with effect from noon GMT on 20 February 2017, 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 9 December 2016.		
2.	THAT with effect from noon GMT on 20 February 2017, 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 9 December 2016.		

- 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 <u>pandi.london@ctplc.com</u> 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

### 31 January 2017 at 8.50am ('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 London Class (Class 3) of the company to be held at Pulitzer Amsterdam, Prinsengracht 315-331, 1016 GZ Amsterdam The Netherlands on 31 January 2017 at 8.50 am 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.

ORDINARY RESOLUTIONS		FOR	AGAINST
1.	THAT with effect from noon GMT on 20 February 2017, the Rules of the London Class of the company be amended as set out in Appendix B to the letter to the members dated 9 December 2016.		
2.	THAT Robert Beets be re-elected as a class committee member.		
3.	THAT Axel Meynkohn be re-elected as a class committee member.		
4.	THAT Maxim Mirzoev be re-elected as a class committee member.		
5.	THAT Antoine Strufy 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.
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- 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 <u>pandi.london@ctplc.com</u> 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.