

# CIRCULAR

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## TO ALL OWNERS AND MEMBERS

9 December 2016

Dear Sirs

### RULE AMENDMENTS

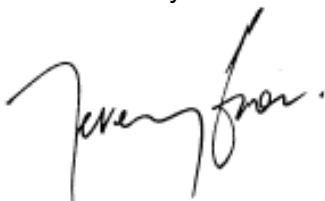
The attachments to this letter set out proposed amendments to the club's P&I and Offshore rules, explanations for the proposed changes, and details of the necessary meetings of owners/members to effect these proposed amendments. The relevant meeting notices are referred to below.

#### 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.

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

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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)

## 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 Pulitzer Amsterdam, Prinsengracht 315–331, 1016 GZ Amsterdam The Netherlands on 31 January 2017 at 8.55 am transact the following business:

## RESOLUTIONS

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 owners/members of the company 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 owners/members of the company dated 9 December 2016.

Dated X December 2016

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. Maritime Labour Convention (Extract 1)**

This change reflects the agreement of the International Group clubs to cover on a non-poolable basis their members' liability to seafarers under the amended MLC 2006 for up to four 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

Re-number rule 3.1.2.1 as 3.1.2

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

Re-number 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.*
5. *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.*
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)**

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**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 four months' unpaid wages.

**Extract 1 Maritime Labour Convention**

Delete rule 3.1.2.2

Re-number rule 3.1.2.1 as 3.1.2

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

Re-number 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.
  - (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.”*



## THE STANDARD CLUB ASIA LTD

EXTRAORDINARY GENERAL MEETING OF THE P&I CLASS  
31 January 2017 at 8.55 am ('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 Pulitzer Amsterdam, Prinsengracht 315–331, 1016 GZ Amsterdam The Netherlands on 31 January 2017 at 8.55 am, and every adjournment thereof.

| FOR | AGAINST | RESOLUTIONS   |
|-----|---------|---|
|     |         | 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 owners/members of the company dated 9 December 2016.              |
|     |         | 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 owners/members of the company dated 9 December 2016. |

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.