



## 組合員の皆様

2018年12月21日

## ルール改定およびクラス・コミッティー選挙について

### ルールの改定

本クラブの P&I、オフショア、戦争危険、ロンドンの各クラスのルール改定案、変更内容の説明および改定の発効に必要な総会の詳細を別添資料にてご案内いたします。各総会の招集通知につきましては、下記をご覧ください。

### 総会招集通知

付属書類 A は、P&I クラス（クラス 1）の年次総会招集通知です。総会では P&I ルールおよびオフショア P&I ルールの改定に関する議案が検討されます。ルール改定案の詳細とその注記については付属書類 B および C をご覧ください。

付属書類 D は、戦争危険クラス（クラス 4）の年次総会招集通知です。総会では戦争危険クラスルールの改定に関する議案が検討されます。ルール改定案の詳細については付属書類 E をご覧ください。

付属書類 F は、ロンドンクラス（クラス 3）の年次総会招集通知です。総会ではロンドンクラスルールの改定およびクラス・コミッティーのメンバーの再選に関する議案が検討されます。ルール改定案の詳細については付属書類 B をご覧ください。

**The Standard Club UK Ltd**

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

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総会にご出席いただけない組合員の方は、添付の委任状のご提出をお願いいたします。委任状の最後に記載されている注意事項をお読みの上、正確にご記入ください。代理人は組合員以外の方でも結構ですが、委任状が有効であるためには、記入済みの委任状を、総会開始時間の 48 時間前までに本クラブの登録事務所（The Minster Building, 21 Mincing Lane, London, EC3R 7AG）内の事務担当に届くようご手配ください。なお、委任状をご記入・提出いただいた場合でも、総会へのご出席および議決権の直接行使は可能です。

以上

Jeremy Grose  
Chief Executive  
Charles Taylor & Co Limited

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（本回覧は、英文クラブ回覧を組合員各位の便宜のために日本語に仮訳したものです）



## APPENDIX A

### THE STANDARD CLUB UK 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 Waldorf Astoria, The Palm Jumeirah, Crescent East, Dubai on 29 January 2019 at 8.30am 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 2019, 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 21 December 2018.
2. THAT with effect from noon GMT on 20 February 2019, 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 21 December 2018.

Date: 21 December 2018  
By order of the Board

Charles Taylor & Co. Limited  
Secretary

Registered office:  
The Minster Building  
21 Mincing Lane  
London  
EC3R 7AG



## Notes:

1. A member of the company or a member of the P&I Class entitled to attend, speak and vote at the meeting is entitled to appoint one or more proxies to attend, speak and vote on his/her behalf. A proxy need not be a member of the company. A proxy will have the same number of votes on a show of hands as if the member who appointed the proxy was at the meeting.
2. The appointment of a proxy will not prevent a member from subsequently attending, speaking and voting at the meeting in person. Details of how to appoint the chairman of the meeting or another person as your proxy are set out in the notes to the Form of Proxy. If you wish your proxy to speak on your behalf at the meeting you will need to appoint your own choice of proxy (not the chairman) and give your instructions directly to them.
3. For the instrument appointing a proxy to be effective, you must complete the enclosed Form of Proxy and ensure that the Form of Proxy, together with any power of attorney or other authority under which it is executed (or a notarially certified copy of the same) is deposited with the Secretary of the company, Charles Taylor & Co Limited, The Minster Building, 21 Mincing Lane, London, EC3R 7AG or scanned and emailed to [pandi.london@ctplc.com](mailto:pandi.london@ctplc.com) not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
4. A corporate member can appoint one or more corporate representatives who may exercise on its behalf all its powers as a member provided that no more than one corporate representative exercises powers over the same vote.
5. Copies of the Rules and the Offshore Rules of the P&I Class are available at the company's registered office during normal office hours and at the meeting.



**APPENDIX B**  
**P&I CLASS RULES**  
**LONDON CLASS RULES**  
**AMENDMENTS TO THE RULES**

**1) P&I class rules and London class rules**

**1. Passenger excursions**

This amendment clarifies that passenger liabilities that arise under a separate contract for an excursion are excluded but that liabilities in respect of such an excursion that arise under the passenger ticket continue to be covered.

Rule 3.2, Exclusion (2) - delete *“Contractual”*

after *“arising”* insert *“under a contract”*

Subparagraph 2(a) - delete *“a separate contract”* and replace with *“that contract”*

after *“has been”* insert *“separately”*

**2. Specialist operations**

This change replaces the non-exhaustive list of excluded specialist operations with a defined list and introduces a mechanism to determine whether or not other non-listed operations are specialist operations, providing greater clarity and certainty.

Rule 5.11 – delete *“specialist operations including but not limited to”*

delete *“stimulation”* and replace with *“intervention”*

after *“depositing of spoil”* insert *“,power generation, and such other operations as the parties to the Pooling Agreement may agree,”*

delete *“professional oil spill response or professional oil spill response training and tank cleaning (other than on the ship), but excluding firefighting,”*



### 3. Non-marine personnel

This change moves the exclusion in respect of accommodation ships that are integral to oil and gas drilling and production operations from the drilling and production exclusion to the non-marine personnel exclusion, providing greater clarity on the scope of cover for such ships.

Rule 5.12.2 - delete *“including any accommodation ship moored or positioned on site as an integral part of any such operations,”*

Rule 5.15 (1) - amend the rule to read as follows:

*“personnel (other than marine crew) on board the ship (being an accommodation ship) employed other than by the member unless:*

- a such ship is moored or anchored more than 500 metres from any oil or gas production or exploration facility; and*
- b there has been a contractual allocation of risks between the member and the employer of the personnel approved by the managers;”*

### 4. Managers’ recommendations

This amendment clarifies that, if recommendations made by the managers or a surveyor following a ship risk review or a review of the member’s operations are not carried out to the satisfaction of the managers within a specified period, cover is discretionary until such time as the recommendations are so carried out.

Rule 15.7 – Amend the rule to read as follows:

*“Any recommendations made by the managers or a surveyor following any ship risk review or review of the member’s operations must be carried out within a period specified by, and to the satisfaction of, the managers. If such recommendations are not carried out to the satisfaction of the managers within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the recommendations have been carried out to the satisfaction of the managers, unless the board otherwise determines.”*



## 5. Affiliated or associated charterers

This change clarifies that if a common parent company does not own 100% of a member or joint entrant and a charterer but exercises effective control over them the charterer can be treated as an affiliated or associated charterer.

Rule 26, definition of 'affiliated or associated charterer' -

After "*where*" insert "(1)"

Delete "*are under common ownership or the member or a joint entrant or the charterer*" and replace with "*have the same parent or (2) one of the member, joint entrant or the charterer respectively is the parent of the others. For the purposes of this definition, a 'parent' is a company which*"

Delete "*respectively either*"

## 6. Overspill

This change replaces the flat rate of SDR 167,000 for ships not exceeding 500 tons with a rate of SDR 334 for each ton up to 500 tons when calculating the 'convention limit' for the purposes of overspill calls so that ships that are less than 500 tons do not contribute disproportionately to overspill claims.

Rule 26, definition of 'convention limit' –

After "*Article 6 paragraph 1(b)*" insert "*(but applying 334 SDRs to each ton up to 500 tons)*"

## 7. Wing-in-ground craft

This amendment expressly excludes wing-in-ground craft from the types of ships in respect of which cover can be provided.

Rule 26, definition of 'ship' –

After "*fixed platform*" delete "*or*"

After "*a fixed rig*" insert "*and a wing-in-ground craft*"

## 8. Contractual and Offshore Extension Clauses



This amendment excludes liabilities that are incurred solely as a consequence of a contractual term which extends or varies a member's liability by reference to the availability and/or extent of the member's insurance, unless the managers otherwise determine.

Insert new paragraph 2(3) into the contractual extension clause and new paragraph 5(3) into the offshore extension clause as follows:

*“or losses accepted, assumed or incurred by the member:*

- (i) as a consequence of the terms of any contract or indemnity that extend the member's liability up to any amounts that are recoverable under any insurance; or*
- (ii) under any risk allocation, exclusion, limitation, indemnity or hold harmless clause that seeks to vary the member's liability by reference to the availability and/or extent of the member's insurance;*

*unless and to the extent that the managers, acting in their sole discretion, shall determine.”*

## **9. Charterers' Liability for Damage to Hull Clause**

This change widens cover to expressly include extraordinary costs and expenses incurred as a result of removing off-specification bunkers from the chartered ship even where there is no damage or imminent threat of damage to the ship.

Paragraph 2 – after *“in respect of”* insert colon and place the balance of the paragraph against new subparagraph 2.2.

Insert new subparagraph 2.1 as follows:

- “2.1 extraordinary costs and expenses reasonably and necessarily incurred by the member in order to remove from the ship off-specification bunkers and/or lubricating oil, even in circumstances where there has been no physical damage to the ship, including costs and expenses reasonably and necessarily incurred in:*
- a) replacing such off-specification bunkers so removed with new and sound bunkers (but excluding the cost of the new and sound bunkers);*
  - b) the lawful disposal of such off-specification bunkers or lubricating oil;*
  - c) cleaning any part of the ship as a result of such off-specification bunkers or lubricating oil.”*





## APPENDIX C

### STANDARD OFFSHORE RULES

#### AMENDMENTS TO THE RULES

#### 1. Excluded losses

This amendment excludes liabilities that are incurred solely as a consequence of a contractual term which extends or varies a member's liability by reference to the availability and/or extent of the member's insurance, unless the managers otherwise determine.

Change rule 5.13 to new rule number 5.14.

Insert new rule 5.13 as follows:

*“Any liabilities or losses accepted, assumed or incurred by the member:*

- (i) as a consequence of the terms of any contract or indemnity that extend the member's liability up to any amounts that are recoverable under any insurance; or*
  
- (ii) under any risk allocation, exclusion, limitation, indemnity or hold harmless clause that seeks to vary the member's liability by reference to the availability and/or extent of the member's insurance;*

*unless and to the extent that the managers, acting in their sole discretion, shall determine.”*

#### 2. Managers' recommendations

This amendment clarifies that, if recommendations made by the managers or a surveyor following a unit risk review or a review of the member's operations are not carried out to the satisfaction of the managers within a specified period, cover is discretionary until such time as the recommendations are so carried out.

Rule 15.7 – Amend the rule to read as follows:



*“Any recommendations made by the managers or a surveyor following any unit risk review or review of the member’s operations must be carried out within a period specified by, and to the satisfaction of, the managers. If such recommendations are not carried out to the satisfaction of the managers within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the recommendations have been carried out to the satisfaction of the managers, unless the board otherwise determines.”*

### **3. Affiliated or associated charterers**

This change clarifies that if a common parent company does not own 100% of a member or joint entrant and a charterer but exercises effective control over them the charterer can be treated as an affiliated or associated charterer.

Rule 23, definition of ‘affiliated or associated charterer’ -

After “where” insert “(1)”

Delete “are under common ownership or the member or a joint entrant or the charterer” and replace with “have the same parent or (2) one of the member, joint entrant or the charterer respectively is the parent of the others. For the purposes of this definition, a ‘parent’ is a company which”

Delete “respectively either”



## APPENDIX D

### THE STANDARD CLUB UK 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 Waldorf Astoria, The Palm Jumeirah, Crescent East, Dubai on 29 January 2019 at 8.30am to transact the following business:

#### RESOLUTION

THAT with effect from noon GMT on 20 February 2019 the Rules of the War Risks Class of the company be amended as set out in Appendix E to the letter to the members dated 21 December 2018.

Date: 21 December 2018

By order of the Board

Charles Taylor & Co. Limited  
Secretary

Registered office:  
The Minster Building  
21 Mincing Lane  
London  
EC3R 7AG

#### Notes:

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, The Minster Building, 21 Mincing Lane, London, EC3R 7AG or scanned and emailed to [pandi.london@ctplc.com](mailto:pandi.london@ctplc.com) not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
4. A corporate member can appoint one or more corporate representatives who may exercise on its behalf all its powers as a member provided that no more than one corporate representative exercises powers over the same vote.
5. Copies of the Rules of the War Risks Class are available at the company's registered office during normal office hours and at the meeting.



## APPENDIX E

### WAR RISKS CLASS RULES

### AMENDMENTS TO THE RULES

#### 1. Extended covers

This amendment clarifies that extended covers for war risks that are already within the scope of the Club's reinsurance can, with the agreement of the managers, be included in a member's terms of entry.

Rule 1.5.1 – delete “*but never*”

After “*less*” insert “*or*”



## APPENDIX F

### THE STANDARD CLUB UK 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 Waldorf Astoria, The Palm Jumeirah, Crescent East, Dubai on 29 January 2019 at 8.30am 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 2019, the Rules of the London Class of the company be amended as set out in Appendix B to the letter to the members dated 21 December 2018.

#### Re-election of class committee members

2. THAT Gunther 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 Piet Wassenaar be re-elected as a class committee member.

Date: 21 December 2018  
By order of the Board

Charles Taylor & Co. Limited  
Secretary

Registered office:  
The Minster Building  
21 Mincing Lane  
London



## Notes:

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, The Minster Building, 21 Mincing Lane, London, EC3R 7AG or scanned and emailed to [pandi.london@ctplc.com](mailto:pandi.london@ctplc.com) not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
4. A corporate member can appoint one or more corporate representatives who may exercise on its behalf all its powers as a member provided that no more than one corporate representative exercises powers over the same vote.
5. Copies of the Rules of the London Class are available at the company's registered office during normal office hours and at the meeting.



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

Registered no: 17864

### ANNUAL GENERAL MEETING OF THE P&I CLASS

29 January 2019 at 8.30am ('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 Waldorf Astoria, The Palm Jumeirah, Crescent East, Dubai on 29 January 2019 at 8.30am and at any adjournment thereof.

Signature .....

Dated ..... 2019

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 2019, 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 21 December 2018.		
2. THAT with effect from noon GMT on 20 February 2019, 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 21 December 2018.		

#### Notes:

1. A member may appoint a proxy of his own choice. If such an appointment is made, delete the words 'the chairman of the meeting' and insert the name of the person appointed proxy in the space provided.
2. If the appointer is a corporation, this form must be under its common seal or under the hand of some officer or attorney duly authorised in that behalf.
3. If this form is returned without any indication as to how the person appointed proxy shall vote, he will exercise his discretion as to how he votes or whether he abstains from voting.
4. To be valid at the General Meeting referred to, this form must be completed, signed and dated. It should then be deposited with the Secretary of the company, Charles Taylor & Co Limited, The Minster Building, 21 Mincing Lane, London, EC3R 7AG, or scanned and emailed to [pandi.london@ctplc.com](mailto:pandi.london@ctplc.com) not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
5. Completion and return of this form will not prevent you from attending and voting in person if you wish.

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

Registered no: 17864

**ANNUAL GENERAL MEETING OF THE WAR RISKS CLASS****29 January 2019 at 8.30am ('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 War Risks Class (Class 4) of the company to be held at Waldorf Astoria, The Palm Jumeirah, Crescent East, Dubai on 29 January 2019 at 8.30am and at any adjournment thereof.

Signature .....

Dated ..... 2019

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

<b>ORDINARY RESOLUTIONS</b>	<b>FOR</b>	<b>AGAINST</b>
1. THAT with effect from noon GMT on 20 February 2019, the Rules of the War Risks Class of the company be amended as set out in Appendix E to the letter to the members dated 21 December 2018.		

**Notes:**

1. A member may appoint a proxy of his own choice. If such an appointment is made, delete the words 'the chairman of the meeting' and insert the name of the person appointed proxy in the space provided.
2. If the appointer is a corporation, this form must be under its common seal or under the hand of some officer or attorney duly authorised in that behalf.
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5. Completion and return of this form will not prevent you from attending and voting in person if you wish.





**THE STANDARD CLUB UK LTD ('the company')**  
**ANNUAL GENERAL MEETING OF THE LONDON CLASS**  
**29 January 2019 at 8.30am ('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 Waldorf Astoria, The Palm Jumeirah, Crescent East, Dubai on 29 January 2019 at 8.30am and at any adjournment thereof.

Signature .....

Dated ..... 2019

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

<b>ORDINARY RESOLUTIONS</b>	<b>FOR</b>	<b>AGAINST</b>
1. THAT with effect from noon GMT on 20 February 2019, the Rules of the London Class of the company be amended as set out in Appendix B to the letter to the members dated 21 December 2018.		
2. THAT Gunther 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 Piet Wassenaar be re-elected as a class committee member.		



**Notes:**

1. A member may appoint a proxy of his own choice. If such an appointment is made, delete the words 'the chairman of the meeting' and insert the name of the person appointed proxy in the space provided.
2. If the appointer is a corporation, this form must be under its common seal or under the hand of some officer or attorney duly authorised in that behalf.
3. If this form is returned without any indication as to how the person appointed proxy shall vote, he will exercise his discretion as to how he votes or whether he abstains from voting.
4. To be valid at the General Meeting referred to, this form must be completed, signed and dated. It should then be deposited with the Secretary of the company, Charles Taylor & Co Limited, The Minster Building, 21 Mincing Lane, London, EC3R 7AG, or scanned and emailed to [pandi.london@ctplc.com](mailto:pandi.london@ctplc.com) not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
5. Completion and return of this form will not prevent you from attending and voting in person if you wish.