

CIRCULAR

By your side

TO ALL OWNERS, MEMBERS AND DIRECTORS

13 January 2022

CLASS RULES INCLUDING AMENDMENTS

Class rules

Class meetings will take place on 25 January 2022 to adopt the rules of each class. Proposed amendments to the club's Protection & Indemnity, Offshore Protection & Indemnity and Strike and Delay class rules, including explanations for these, and details of the necessary meetings of owners/ members to effect these proposed amendments are set out in the attachments to this letter. The relevant meeting notices for all class meetings, excluding the Singapore War Risks Mutual class, are referred to below. A separate circular and notice has been sent with respect to the rules of the Singapore War Risks Mutual class.

Meeting notices

In Appendix A to this letter, for each class, you will find a notice of meeting of the owners in that class and the members.

In Appendix B you will find proposed amendments to the Protection & Indemnity rules, together with explanatory notes. Appendix C outlines the proposed rule amendments to the Offshore Protection & Indemnity rules, together with explanatory notes. Appendix D outlines the proposed rule amendments to the Strike and Delay class rules, together with explanatory notes.

Meeting arrangements

Due to the current pandemic the meeting will be held virtually originating from the club's office in Bermuda. If you wish to attend the meeting please send an email to donna.weight@standardclub.com.

Proxy forms

Proxy forms for the meetings are enclosed. It is important that the proxy forms are 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, #16-03/04, 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

A handwritten signature in grey ink, appearing to read 'D. Roberts', is located below the 'Yours faithfully' text.

David Roberts

Chief Executive Officer

The Standard Club Asia Ltd

Email: david.roberts@standardclub.com

APPENDIX A

THE STANDARD CLUB ASIA LTD. (‘the company’)

Company Registration No. 199703224-R

NOTICE IS HEREBY GIVEN THAT a class meeting of the Protection & Indemnity class (class 1) will be held virtually, originating from the Swan Building, 2nd Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/AST) to transact the following business:

ORDINARY BUSINESS

1. THAT with effect from noon GMT on 20 February 2022, the rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix B to the letter to the owners, members and directors of the company dated 13 January 2022.
2. THAT with effect from noon GMT on 20 February 2022, the Offshore Protection & Indemnity rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix C to the letter to the owners, members and directors of the company dated 13 January 2022.

Dated this 13th day of January 2022

BY ORDER OF THE BOARD

BHUMINDR HARINSUIT
CHAIRMAN

NOTES:-

1. An owner and member (as defined in the Constitution of The Standard Club Asia Ltd.) entitled to attend and vote at the above meeting may appoint a proxy to attend and vote on his behalf and such proxy need not also be an owner.
2. An instrument appointing a proxy must be left at the registered office not less than 12 hours before the time appointed for holding the Meeting.

THE STANDARD CLUB ASIA LTD
(‘the company’)

Company Registration No. 199703224-R

NOTICE IS HEREBY GIVEN THAT a class meeting of the Defence class (class 2) will be held virtually, originating from the Swan Building, 2nd Floor, 26 Victoria Street, Hamilton HM22, Bermuda on the 25 January 2022 from 7:45 am (Bermudian time/AST) to transact the following business:

ORDINARY BUSINESS

1. THAT with effect from noon GMT on 20 February 2022, the rules of the Defence class of the company be adopted.

Dated this 13th day of January 2022

BY ORDER OF THE BOARD

BHUMINDR HARINSUIT
CHAIRMAN

NOTES:-

1. An owner and member (as defined in the Constitution of The Standard Club Asia Ltd.) entitled to attend and vote at the above meeting may appoint a proxy to attend and vote on his behalf and such proxy need not also be an owner.
2. An instrument appointing a proxy must be left at the registered office not less than 12 hours before the time appointed for holding the Meeting.

THE STANDARD CLUB ASIA LTD
(‘the company’)

Company Registration No. 199703224-R

NOTICE IS HEREBY GIVEN THAT a class meeting of the Strike and Delay class (class 5) will be held virtually, originating from the Swan Building, 2nd Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time) to transact the following business:

ORDINARY BUSINESS

1. THAT with effect from noon GMT on 20 February 2022, the rules of the Strike and Delay class (class 5) be adopted, including amendments as set out in Appendix D to the letter to owners, members and directors of the company dated 13 January 2022.

Dated this 13th day of January 2022

BY ORDER OF THE BOARD

BHUMINDR HARINSUIT
CHAIRMAN

NOTES:-

1. An owner and member (as defined in the Constitution of The Standard Club Asia Ltd.) entitled to attend and vote at the above meeting may appoint a proxy to attend and vote on his behalf and such proxy need not also be an owner.
2. An instrument appointing a proxy must be left at the registered office not less than 12 hours before the time appointed for holding the Meeting.

APPENDIX B
P&I CLASS RULES
AMENDMENTS TO THE RULES

1. Quarantine expenses (Rule 3.12)

This amendment clarifies the scope of cover available in the event of an outbreak of Covid or any other infectious disease on board an entered ship.

*“3.12 **Additional** Expenses incurred as a direct consequence of an outbreak of infectious disease on the ship, including quarantine and disinfection expenses, and the net loss to the member in respect of fuel, insurance, wages, stores, provisions, cargo handling and port charges.*

Exclusion to rule 3.12

*There shall be no recovery if at the time the ship was **ordered to a port**, the **member** knew, ~~chartered to or was under orders from the member or her managers to proceed to a port it was known, or should in the board's view reasonably have been anticipated, that she~~ **the ship** would be quarantined, **unless proceeding to the port was for the purpose of landing or securing the necessary treatment for an injured or sick person.**”*

2. Remotely operated underwater vehicles (Rule 5.14(1))

This change replicates a corresponding amendment that is to be made to the Pooling Agreement with effect from 20 February 2022 and clarifies that liabilities arising out of the operation by the member of remotely operated underwater vehicles (ROVs) are excluded from the scope of poolable cover.

“5.14 Liabilities incurred in connection with any claim arising out of:

*(1) the operation by the member of submarines, mini submarines, ~~or~~ diving bells **or remotely operated underwater vehicles**; or”*

3. Non-marine personnel (Rule 5.15(1))

This change replicates a corresponding amendment that is to be made to the Pooling Agreement with effect from 20 February 2022. The effect of this amendment is to make cover in respect of

such non-marine personnel solely dependent upon an acceptable contractual allocation of risk rather than by reference to the ship's proximity to the relevant oil or gas exploration or production facility.

"5.15 Liabilities incurred in respect of:

(1) personnel (other than marine crew) on board the ship, ~~(being an accommodation ship) employed otherwise than by the member, where the ship is providing accommodation to such personnel in relation to their employment on or about an oil or gas exploration or production facility, unless a contractual allocation of risk has been approved by the managers; :~~

~~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. Co-assureds (Rule 13.6)

This amendment is required due to a corresponding amendment that will be made to the Pooling Agreement with effect from 20 February 2022 whereby a person will be able to be named as a co-assured not only under the cover provided to the member but also under the cover provided to an affiliated or associated charterer named as a joint entrant in the member's terms of entry.

"13.6 The liability of the club to a co-assured only extends insofar as he may be found liable to pay in the first instance for liabilities which are properly the responsibility of either the member or, as appropriate, an affiliated or associated charterer insured under the same entry, which, if the member or such affiliated or associated charterer has entered into a contract with the co-assured, means those liabilities which are to be borne by the member or the affiliated or associated charterer, as appropriate, under such contract. Cover does not extend to any amount to the extent that such amount would not have been recoverable from the club by the member or the affiliated or associated charterer had the claim been made or enforced against him or to any liabilities to be borne by any of the co-assureds under the said contract."

5. Cyber risks and Pandemic risks (Additional Covers and Fixed Premium Rules)

These amendments exclude certain cyber and pandemic risks from the scope of additional covers and the fixed premium rules that are reinsured under the club's non-pool reinsurances and reflect

corresponding cyber and pandemic exclusions that have been imposed by the club's non-pool reinsurers and the wider reinsurance market generally.

(a) Additional covers

“ADDITIONAL COVERS: GENERAL

- (1) The additional covers which follow do not form part of any member's insurance unless and to the extent that they are expressly agreed and incorporated into the member's certificate of entry.*

- (2) Except as expressly provided for in any of the additional covers which follow, and save in respect of paragraph 1 of the salvors' extension clauses 2022, there shall be no recovery in respect of any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.*

- (3) The JL2021-014 clause dated 8 March 2021 (Endorsement Excluding a Communicable Disease Following a Public Health Emergency of International Concern) published by the Joint Liability Committee of the Lloyd's Market Association is hereby incorporated into each and every additional cover which follows other than paragraph 1 of the salvors' extension clauses 2022.”*

(b) Fixed Premium Rules

“4.9 Unless otherwise agreed by the managers, there shall be no recovery in respect of:

- (1) any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system;*

- (2) any liabilities that are excluded under the JL2021-014 clause dated 8 March 2021 (Endorsement Excluding a Communicable Disease Following a Public Health Emergency of International Concern) published by the Joint Liability Committee of the Lloyd's Market Association which is hereby incorporated into these rules.”*

6. STOPIA and TOPIA (Rule 3.8 of the Fixed Premium Rules only)

This amendment provides cover to fixed premium members who decide to become a party to the STOPIA and/or TOPIA agreements and aligns their cover with that of mutual members. Under the terms of STOPIA and TOPIA, a fixed premium member can only become a party by written agreement between the member and the club.

“3.8.8 Liabilities for which a member may be liable or otherwise incurs as a party to STOPIA and/or TOPIA. Unless agreed by the managers or the board otherwise determines, there shall be no cover under this rule during a period when the member is not a party to STOPIA and/or TOPIA.”

APPENDIX C
STANDARD OFFSHORE RULES
AMENDMENTS TO THE RULES

1. Pandemic risks (new Rule 4.10)

This amendment excludes pandemic risks from the scope of cover, unless otherwise agreed by the managers, and reflects a corresponding pandemic exclusion that has been imposed by the club's non-pool reinsurers and the wider reinsurance market generally.

“4.10 Unless otherwise agreed by the managers, there shall be no recovery in respect of any liabilities that are excluded under the JL2021-014 clause dated 8 March 2021 (Endorsement Excluding a Communicable Disease Following a Public Health Emergency of International Concern) published by the Joint Liability Committee of the Lloyd's Market Association which is hereby incorporated into these rules.”

2. Co-assureds (Rule 13.6)

This amendment aligns with the above amendment to be made to rule 13.6 of the P&I class rules and enables a person to be named as a co-assured not only under the cover provided to the member but also under the cover provided to an affiliated or associated charterer named as a joint entrant in the member's terms of entry.

“13.6 The liability of the club to a co-assured only extends insofar as he may be found liable to pay in the first instance for liabilities which are properly the responsibility of either the member or, as appropriate, an affiliated or associated charterer insured under the same entry, which, if the member or such affiliated or associated charterer has entered into a contract with the co-assured, means those liabilities which are to be borne by the member or the affiliated or associated charterer, as appropriate, under such contract. Cover does not extend to any amount to the extent that such amount would not have been recoverable from the club by the member or the affiliated or associated charterer had the claim been made or enforced against him or to any liabilities to be borne by any of the co-assureds under the said contract.”

3. Cyber risks (paragraph 1.3(2) of the Offshore Bio-chemical risks inclusion clause)

This amendment clarifies that the scope of the limited cover for covered liabilities arising from the malicious use of a computer virus also extends to the malicious use of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

“(2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system,”

APPENDIX D
STRIKE AND DELAY CLASS RULES
AMENDMENTS TO THE RULES

1. Daily entered sum (new Rule 2.5.3)

This change reinforces that an increase in the Daily Entered Sum during the course of the policy year is a material change in risk and therefore requires the agreement of the managers, including agreement on any amendments to the member's premium rating or terms of entry.

“2.5.3 Any change in the daily entered sum during the course of the policy year must be agreed in writing by the managers.”

2. Shipboard cyber risks (Rule 3.35 (2))

This change corrects a typographical error.

“(2) If the event under this rule directly or indirectly causes an incident which is covered by any of rules 3.21 to ~~3.35~~ 3.34, but the member's terms of entry do not include cover under the relevant rule, the claim shall be excluded.”

3. Sue & labour (Rule 3.41)

This amendment ensures that losses such as loss of freight that are not designed to fall within the scope of cover are not recoverable under the sue & labour rule.

“3.41 Where a member, in order to avoid or reduce a claim on the club, has incurred reasonable expenses ~~or suffered any provable loss~~ in avoiding or minimising delay to a ship, the board may, at its sole discretion, agree to reimburse the member to such extent as it sees fit, ~~but any such reimbursement shall exclude any element of profit.~~”

4. Pandemic risks (Rule 5.7)

This amendment replaces the existing Covid exclusion with a broader pandemic exclusion and reflects a corresponding exclusion that has been imposed by the club's reinsurers and the wider reinsurance market generally.

"5.7 any claim in any way caused by or resulting from:

a) Coronavirus disease (COVID-19);

b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

c) any mutation or variation of SARS-CoV-2;

d) any fear or threat of a), b) or c) above

any loss, damage, liability or expense that is excluded under the JL2021-014 clause dated 8 March 2021 (Endorsement Excluding a Communicable Disease Following a Public Health Emergency of International Concern) published by the Joint Liability Committee of the Lloyd's Market Association, or any subsequent amendments to or revisions or replacements thereof, which is hereby incorporated into these rules."

5. Loss of freight (new Rule 5.8)

This amendment clarifies that loss of freight is excluded from the scope of cover and reinforces the above amendment made to the sue & labour rule.

"5.8 loss of freight."

THE STANDARD CLUB ASIA LTD.
(‘the company’)
Company Registration No : 199703224R
(Incorporated in the Republic of Singapore)

PROXY FORM

I/We, _____

of _____

being a member/ an owner /owners who has entered a ship in the Protection & Indemnity class (class 1) of the above named company, hereby appoint

of _____

or failing him _____

of _____

as my/our proxy/proxies to attend and to vote for me/us on my/our behalf and, if necessary, to demand a poll, at the class meeting of the Protection & Indemnity class (class 1) of the company to be held virtually, originating from the Swan Building, 2nd Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am. (Bermudian time/AST) and at any adjournment thereof.

(Please indicate with an "X" in the space provided whether you wish your vote(s) to be cast for or against the Resolutions as set out in the Notice of Meeting of the Protection & Indemnity class (class 1). In the absence of specific directions, the proxy/proxies will vote or abstain as he/they may think fit.)

No.	Resolutions	For	Against
1.	THAT with effect from noon GMT on 20 February 2022, the rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix B to the letter to the owners, members and directors of the company dated 13 January 2022.		
2.	THAT with effect from noon GMT on 20 February 2022, the Offshore Protection & Indemnity rules of the Protection & Indemnity class of the company be adopted, including amendments as set out in Appendix C to the letter to the owners, members and directors of the company dated 13 January 2022.		

Dated this _____ day of _____ 2022

Signature(s) of Member / Owner(s) or Common Seal

Notes:-

- (1) 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).
- (2) To be valid at the meeting referred to, this form must be completed, signed and deposited with the Secretary of the company, 140 Cecil Street, #16-03/04 PIL Building, Singapore 069540 not less than 12 hours before the time of the meeting. Completion and return of this form will not prevent you from attending the voting in person if you so wish.

THE STANDARD CLUB ASIA LTD.

('the company')

Company Registration No. 199703224-R
(Incorporated in the Republic of Singapore)

PROXY FORM

I/We, _____

of _____

being a member/ an owner/owners who has entered a ship in the Defence class (class 2) of the abovenamed company, hereby appoint _____

of _____

or failing him _____

of _____

as my/our proxy/proxies to attend and to vote for me/us on my/our behalf and, if necessary, to demand a poll, at the class meeting of Defence class (class 2) of the company to be held virtually, originating from the Swan Building, 2nd Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am. (Bermudian time/AST) and at any adjournment thereof.

(Please indicate with an "X" in the space provided whether you wish your vote(s) to be cast for or against the Resolution as set out in the Notice of Meeting of the Defence class (class 2). In the absence of specific directions, the proxy/proxies will vote or abstain as he/they may think fit.)

No.	Resolution	For	Against
1.	THAT with effect from noon GMT on 20 February 2022, the rules of the Defence class (class 2) of the company be adopted		

Dated this _____ day of _____ 2022

Signature(s) of Member/ Owner(s) or Common Seal

Notes:-

- (1) 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).
- (2) To be valid at the meeting referred to, this form must be completed, signed and deposited with the Secretary of the company, 140 Cecil Street, #16-03/04 PIL Building, Singapore 069540 not less than 12 hours before the time of the meeting. Completion and return of this form will not prevent you from attending the voting in person if you so wish.

THE STANDARD CLUB ASIA LTD.

(‘the company’)

Company Registration No. 199703224-R
(Incorporated in the Republic of Singapore)

PROXY FORM

I/We, _____

of _____

being a member/ an owner/owners who has entered a ship in the Strike and Delay class (class 5) of the abovenamed company, hereby appoint

of _____

or failing him _____

of _____

as my/our proxy/proxies to attend and to vote for me/us on my/our behalf and, if necessary, to demand a poll, at the class meeting of Strike and Delay class (class 5) of the company to be held virtually, originating from the Swan Building, 2nd Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am. (Bermudian time/AST) and at any adjournment thereof.

(Please indicate with an "X" in the space provided whether you wish your vote(s) to be cast for or against the Resolution as set out in the Notice of Meeting of the Strike and Delay class (class 5). In the absence of specific directions, the proxy/proxies will vote or abstain as he/they may think fit.)

No.	Resolution	For	Against
1.	THAT with effect from noon GMT on 20 February 2022, the rules of the Strike and Delay class (class 5) be adopted, including amendments as set out in Appendix D to the letter to owners, members and directors of the company dated 13 January 2022.		

Dated this _____ day of _____ 2022

Signature(s) of Member / Owner(s) or Common Seal

Notes:-

- (1) 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).
- (2) To be valid at the Meeting referred to, this form must be completed, signed and deposited with the Secretary of the company, 140 Cecil Street, #16-03/04 PIL Building, Singapore 069540 not less than 12 hours before the time of the meeting. Completion and return of this form will not prevent you from attending the voting in person if you so wish.