

# **CIRCULAR**

By your side

メンバーの皆様

2021年1月13日

#### クラス総会について

#### アジェンダ ― クラスルールおよびその他の事項

2022年1月25日に各クラスの総会が開催され、各クラスのルールが採択されます。

本クラブの P&I クラス(オフショア P&I を含む)、コースタル&インランドクラス、ストライキ& ディレイクラスのルールに対する改定案は、本レター添付の付属書類に記載されており、変更案の 説明、当該改定案の発効に必要なメンバー総会の詳細などが含まれます。総会の通知は以下のとお りです。

#### 総会開催通知

本レターの付属書類 A は、各クラスメンバーの総会開催通知です。

付属書類 Bには、P&Iルール改定案の詳細が注記とともに記されています。付属書類 Cは、オフショア P&Iルールの改定案について、注記とともに解説しています。付属書類 Dは、コースタル&インランドクラスのルール改定案について、注記とともに解説しています。付属書類 Eは、ストライキ&ディレイクラスのルール改定案について、注記とともに解説しています。

#### 総会開催方法

目下のパンデミックを受け、総会はバミューダにある本クラブのオフィスからオンラインで開催します。総会にご出席になる方は、kate.buss@standardclub.comまでメールでお知らせください。

#### 委任状

本総会の委任状は同封されています。委任状は、用紙末尾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。代理人はメンバー以外の方でも構いませんが、正しく記入された委任 状を総会開始時間の48時間前までに本クラブ事務局にメール(pandi.london@standardclub.com)で ご送付いただけない場合には、無効となりますのでご注意ください。なお、委任状をご記入・ご提 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

we

Jeremy Grose Director The Standard Club UK Limited

Email: jeremy.grose@standardclub.com

(本回覧は、英文クラブ回覧をメンバー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** a general meeting of the members of the Protection & Indemnity class (class 1) of the company will be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/AST) for the purpose of considering and, if thought fit, passing the following resolutions:

#### Adoption of class rules

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

Date: 13 January 2022 By order of the Board

Standard Club Management (UK) Limited Secretary Registered office: The Minster Building 21 Mincing Lane London, EC3R 7AG

- 1. A member of the company or a member of the Protection & Indemnity 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 notarised copy of the same), is sent to the Secretary of the company by email to <u>pandi.london@standardclub.com</u> 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 Protection & Indemnity class for the current policy year (2021/22) are available on the Standard Club website.

('the company') Registered no: 17864

#### NOTICE OF A GENERAL MEETING

**NOTICE IS HEREBY GIVEN THAT** a general meeting of the members of the Defence class (class 2) of the company will be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/AST) for the purpose of considering and, if thought fit, passing the following resolution:

#### Adoption of class rules

1. THAT with effect from noon GMT on 20 February 2022, the rules of the Defence class (class 2) of the company be adopted.

Date: 13 January 2022 By order of the Board

Standard Club Management (UK) Limited Secretary Registered office: The Minster Building 21 Mincing Lane London EC3R 7AG

- 1. A member of the company or a member of the Defence 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 notarised copy of the same), is sent to the Secretary of the company by email to pandi.london@standardclub.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 of the Defence class rules for the current policy year (2021/22) are available on the Standard Club website.

('the company')

#### Registered no: 17864

#### NOTICE OF A GENERAL MEETING

**NOTICE IS HEREBY GIVEN THAT** a general meeting of the members of the Coastal and Inland class (class 3) of the company will be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/ AST) for the purpose of considering and, if thought fit, passing the following resolutions:

#### Adoption of class rules

1. THAT with effect from noon GMT on 20 February 2022, the rules of the Coastal and Inland class (class 3) of the company be adopted, including amendments as set out in Appendix D to the letter to the members dated 13 January 2022.

Date: 13 January 2022 By order of the Board

Standard Club Management (UK) Limited Secretary Registered office: The Minster Building 21 Mincing Lane London EC3R 7AG

- 1. A member of the company or a member of the Coastal and Inland 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 notarised copy of the same), is sent to the Secretary of the company by email to <u>pandi.london@standardclub.com</u> 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 Coastal and Inland class for the current policy year (2021/22) are available on the Standard Club website.

## ('the company')

#### Registered no: 17864

#### NOTICE OF A GENERAL MEETING

**NOTICE IS HEREBY GIVEN THAT** a general meeting of the members of the War risks class (class 4) of the company will be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/ AST) for the purpose of considering and, if thought fit, passing the following resolution:

#### Adoption of class rules

1. THAT with effect from noon GMT on 20 February 2022, the rules of the War risks class (class 4) of the company be adopted.

Date: 13 January 2022 By order of the Board

Standard Club Management (UK) Limited Secretary Registered office: The Minster Building 21 Mincing Lane London EC3R 7AG

- 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 notarised copy of the same), is sent to the Secretary of the company by email to pandi.london@standardclub.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 for the current policy year (2021/22) are available on the Standard Club website.

## ('the company')

#### Registered no: 17864

#### NOTICE OF A GENERAL MEETING

**NOTICE IS HEREBY GIVEN THAT** a general meeting of the members of the Strike and Delay class (class 5) of the company will be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/ AST) for the purpose of considering and, if thought fit, passing the following resolution:

#### Adoption of class rules

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

Date: 13 January 2022 By order of the Board

Standard Club Management (UK) Limited Secretary Registered office: The Minster Building 21 Mincing Lane London EC3R 7AG

- 1. A member of the company or a member of the Strike and Delay 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 notarised copy of the same), is sent to the Secretary of the company by email to pandi.london@standardclub.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 Strike and Delay class for the current policy year (2021/22) are available on the Standard Club website.

## 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.

*Additional Eexpenses 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, <del>(being an accommodation ship)</del> 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

## COASTAL AND INLAND 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.

*Additional Eexpenses 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 or associated or associated or associated charterer.

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 E

# 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 <del>3.35</del> 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 <del>or suffered any provable loss</del> 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 company')

Registered no: 17864

## **GENERAL MEETING OF THE PROTECTION & INDEMNITY CLASS**

#### 25 January 2022 from 7:45 am (Bermudian time/ AST)

('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 general meeting of the members of the Protection & Indemnity class (class 1) of the company to be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/ AST) and at any adjournment thereof.

Signature .....

Dated ...... 2022

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

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

- 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. To be valid at the general meeting referred to, this form must be completed, signed and dated. A scanned copy should then be sent to the Secretary of the company by email to <u>pandi.london@standardclub.com</u> not less than 48 hours before the time fixed for holding the meeting or adjourned meeting. 4.
- Completion and return of this form will not prevent you from attending and voting in person if you wish. 5.

('the company')

Registered no: 17864

## **GENERAL MEETING OF THE DEFENCE CLASS**

#### 25 January 2022 from 7:45 am (Bermudian time/ AST)

('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 general meeting of the members of the Defence class (class 2) of the company to be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/ AST), and at any adjournment thereof.

Signature .....

Dated ...... 2022

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

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

- 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. A scanned copy should then be sent to the Secretary of the company by email to <u>pandi.london@standardclub.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 company')

## **GENERAL MEETING OF THE COASTAL AND INLAND CLASS**

#### 25 January 2022 from 7:45 am (Bermudian time/ AST)

('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 general meeting of the members of the Coastal and Inland class (class 3) of the company to be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/ AST), and at any adjournment thereof.

Signature .....

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 2022, the rules of the Coastal and Inland class of the company be adopted, including amendments as set out in Appendix D to the letter to the members dated 13 January 2022.		

- 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. A scanned copy should then be sent to the Secretary of the company by email to <u>pandi.london@standardclub.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 company')

Registered no: 17864

## **GENERAL MEETING OF THE WAR RISKS CLASS**

#### 25 January 2022 from 7:45 am (Bermudian time/ AST)

('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 general meeting of the members of the War risks class (class 4) of the company to be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/ AST), and at any adjournment thereof.

Signature .....

Dated ...... 2022

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

ORDIN	ARY RESOLUTION	FOR	AGAINST
1.	THAT with effect from noon GMT on 20 February 2022, the rules of the War risks class of the company be adopted		

- 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. A scanned copy should then be sent to the Secretary of the company by email to <u>pandi.london@standardclub.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 company')

Registered no: 17864

## **GENERAL MEETING OF THE STRIKE AND DELAY CLASS**

#### 25 January 2022 from 7:45 am (Bermudian time/ AST)

('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 General Meeting of the members of the Strike and Delay class (class 5) of the company to be held virtually, originating from the Swan Building, 2<sup>nd</sup> Floor, 26 Victoria Street, Hamilton HM22, Bermuda on 25 January 2022 from 7:45 am (Bermudian time/ AST), and at any adjournment thereof.

Signature .....

Dated ...... 2022

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

ORDINARY RESOLUTION	FOR	AGAINST
1. THAT with effect from noon GMT on 20 February 2022, the rules of the Strike and Delay class of the company be adopted, including amendments as set out in Appendix E to the letter to the members dated 13 January 2022.		

- 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. A scanned copy should then be sent to the Secretary of the company by email to <u>pandi.london@standardclub.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.