

CIRCULAR

By your side

TO ALL MEMBERS

13 January 2023

NOTICE OF MEETING

Class meetings – class rules and other matters

Class meetings will take place on 31 January 2023 to adopt the rules of each class.

Meeting arrangements

The meeting will be held virtually, originating from The Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on Tuesday 31 January 2023 at 11.35 am (GMT). If you wish to attend the meeting in person, please send an email to nicola.podmore@standardclub.com.

Meeting notices

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

Proposed amendments to the class rules, along with explanatory notes, are set out in the following appendices:

- Appendix B: Protection & Indemnity rules
- Appendix C: Offshore Protection & Indemnity rules
- Appendix D: Fixed Premium Protection & Indemnity rules
- Appendix E: Defence class rules
- Appendix F: Coastal & Inland class rules
- Appendix G: War Risks class rules
- Appendix H: Strike & Delay class rules

Form of Proxy

A Form of Proxy for the meeting is included for members who are unable to attend. Completion and return of the Form of Proxy will not prevent you from attending and voting in person if you wish. It is important that the Form of Proxy should be completed and signed correctly and your attention is drawn to the notes in Appendix I. You are reminded that, to be valid, the forms, duly completed and signed, must be sent to the club's secretary at nicola.podmore@standardclub.com not less than 48 hours before the time of the meeting.

If you would like further information, please get in touch with your usual club contact or me.



Yours faithfully

A handwritten signature in black ink, appearing to read 'Jeremy Grose', is located below the closing text.

Jeremy Grose
Director
The Standard Club UK Limited

Email: jeremy.grose@standardclub.com

APPENDIX A

NOTICE OF GENERAL CLASS MEETING

THE STANDARD CLUB UK LTD (the 'Company')

Registered no: 17864

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 Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on 31 January 2023 at 11.35 am (GMT) for the purpose of considering and, if thought fit, passing the following resolutions.

ORDINARY RESOLUTIONS

1. THAT with effect from noon GMT on 20 February 2023, 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 members dated 13 January 2023.
2. THAT with effect from noon GMT on 20 February 2023, 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 members dated 13 January 2023.
3. THAT with effect from noon GMT on 20 February 2023, the Fixed Premium Protection & Indemnity rules of the Protection & Indemnity class of the Company be adopted, including amendments as set out in Appendix D to the letter to the members and owners dated 13 January 2023.

Date: 14 October 2022
By order of the board

Standard Club Management (UK) Limited
Secretary

Registered Office:
The Minster Building
21 Mincing Lane
London
EC3R 7AG
United Kingdom

NOTICE OF GENERAL CLASS MEETING

THE STANDARD CLUB UK LTD (the 'Company')

Registered no: 17864

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 Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on 31 January 2023 at 11.35 am (GMT) for the purpose of considering and, if thought fit, passing the following resolution.

ORDINARY RESOLUTION

Adoption of class rules

1. THAT with effect from noon GMT on 20 February 2023, the rules of the Defence class (class 2) of the Company be adopted, including amendments as set out in Appendix E to the letter to the members dated 13 January 2023.

Date: 14 October 2022
By order of the board

Standard Club Management (UK) Limited
Secretary

Registered Office:
The Minster Building
21 Mincing Lane
London
EC3R 7AG
United Kingdom

NOTICE OF GENERAL CLASS MEETING

THE STANDARD CLUB UK LTD (the 'Company')

Registered no: 17864

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 Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on 31 January 2023 at 11.35 am (GMT) for the purpose of considering and, if thought fit, passing the following resolution.

ORDINARY RESOLUTION

Adoption of class rules

1. THAT with effect from noon GMT on 20 February 2023, the rules of the Coastal and Inland class (class 3) of the Company be adopted, including amendments as set out in Appendix F to the letter to the members dated 13 January 2023.

Date: 14 October 2022
By order of the board

Standard Club Management (UK) Limited
Secretary

Registered Office:
The Minster Building
21 Mincing Lane
London
EC3R 7AG
United Kingdom

NOTICE OF GENERAL CLASS MEETING

THE STANDARD CLUB UK LTD (the 'Company')

Registered no: 17864

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 Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on 31 January 2023 at 11.35 am (GMT) for the purpose of considering and, if thought fit, passing the following resolution.

ORDINARY RESOLUTION

Adoption of class rules

1. THAT with effect from noon GMT on 20 February 2023, the rules of the War Risks class (class 4) of the Company be adopted, including amendments as set out in Appendix G to the letter to the members dated 13 January 2023.

Date: 14 October 2022
By order of the board

Standard Club Management (UK) Limited
Secretary

Registered Office:
The Minster Building
21 Mincing Lane
London
EC3R 7AG
United Kingdom

NOTICE OF GENERAL CLASS MEETING

THE STANDARD CLUB UK LTD (the 'Company')

Registered no: 17864

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 Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on 31 January 2023 at 11.35 am (GMT) for the purpose of considering and, if thought fit, passing the following resolution.

ORDINARY RESOLUTION

Adoption of class rules

1. THAT with effect from noon GMT on 20 February 2023, the rules of the Strike and Delay class (class 5) of the Company be adopted, including amendments as set out in Appendix H to the letter to the members dated 13 January 2023.

Date: 14 October 2022
By order of the board

Standard Club Management (UK) Limited
Secretary

Registered Office:
The Minster Building
21 Mincing Lane
London
EC3R 7AG
United Kingdom

APPENDIX B
PROTECTION & INDEMNITY CLASS RULES
AMENDMENTS TO THE RULES

1. Towage by the ship (rule 3.10.2 and rule 26)

This amendment is made in response to a reciprocal change to the towage provisions of the Pooling Agreement.

“26

...

***Knock-for-knock:** a provision stipulating, as between the owner of the ship on the one part and the owner of the tow and the owners of any cargo or other property on board the tow on the other part, that each shall be responsible for any loss or damage to his own ship, cargo or property ~~and for loss of life or personal injury on his own ship~~ without any recourse whatsoever against the other.”*

2. Sanctions (rules 4.8, 17.2(5) and 26)

This amendment ensures that the cover position in respect of sanctions is uniform across all Standard group subsidiary clubs.

“26

...

***Unlawful, prohibited or sanctionable:** unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, **or United States of America, irrespective of whether the restrictions apply to the club or member, the place of incorporation or domicile of the member or the ship’s flag state, or any other relevant jurisdiction.**”*

3. Specialist operations (rule 5.11)

This change reflects agreement reached by the International Group Clubs that mining should be expressly referenced as a specialist operation for the purposes of the specialist operations exclusion.

*“5.11 Liabilities incurred during the course of performing dredging, blasting, pile-driving, well intervention, cable or pipe laying, construction, installation or maintenance work, core sampling, **mining**, depositing of spoil, power*

generation, and such other operations as the parties to the Pooling Agreement may agree...”

4. Limits of recovery for certificated and guaranteed liabilities (rule 6.2.4)

This amendment reflects a model rule adopted by the other International Group Clubs and clarifies that liabilities incurred directly by the club under any security issued by it shall be subject to the same discretion afforded to the managers in respect of certificated liabilities where the claims of all insured parties in the aggregate may exceed any limit of cover set out in the rules or in the relevant certificate of entry.

“6.2.4 a Where a guarantee, undertaking or certificate provided for in rule 4.5 or other bail or security has been issued and, in the opinion of the managers, the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the certificate of entry, the managers:

(1) may defer payment of a claim or any part thereof as they see fit; and

(2) shall not be under any obligation to reimburse a member until they are satisfied that all liabilities arising under demands made or which may be made under any such guarantee, undertaking or certificate, or such other bail or security, have been or can be satisfied within such limit.

b To the extent that the claims of all insured parties or liabilities discharged by the club in the aggregate exceed the said limit, any payment by the club under any such guarantee, undertaking or certificate, or such other bail or security, shall be by way of loan and the member shall indemnify the club promptly upon demand in respect of such payment and there shall be assigned to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any third party.”

5. Limits of recovery for charterers and for consortium claims (rule 6.9)

This change reflects an increase in the poolable cover limit available in respect of charterers and for consortium claims, from US\$350m to US\$500m, that has been achieved as part of the GXL renewal.

“6.9 Subject to any lower limitations of cover contained in the rules or set out in the member’s certificate of entry, and unless otherwise agreed by the managers, the following limits apply:

(1) in respect of all claims arising under any one charterer’s entry, or arising in respect of charterers insured as joint entrants or as co-assureds under any one owner’s entry, or arising out of the member’s capacity as slot or space charterer, recovery is limited to US\$~~500~~³⁵⁰ million any one event;

(2) in respect of any claim against the member arising out of the carriage of cargo in whole or in part on other ships not owned or chartered by the member operating in a consortium or joint service of which the member is a party at the relevant time, all insured parties covered under the same group rating agreement are not entitled to recover in respect of all the ships employed under that consortium or joint service more than US\$~~500~~³⁵⁰ million in the aggregate any one event;

(3) where all insured parties covered under the same group rating agreement have more than one ship employed under a consortium or joint service at the material time and one or more of those ships is entered with any other insurer participating in the Pooling Agreement, the liability of the club to all insured parties covered under the same group rating agreement is limited to such proportion of US\$~~500~~³⁵⁰ million as the claims incurred by the club in respect of the ships bear to the aggregate of all such claims incurred by the club and any such other insurers.”

6. Definitions (rule 26)

At the May 2022 board meeting, new definitions of ‘North Standard Bermuda’ and ‘North Standard UK’ were approved for inclusion in the rules for the 2023/24 policy year. A decision has subsequently been made to remove the gap between the words ‘North’ and ‘Standard’ such that these corporate names will read ‘NorthStandard’ instead. All other references in the rules to these defined terms will also be updated accordingly.

“26

...

NorthStandard Bermuda: means *NorthStandard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).*

NorthStandard UK: means *NorthStandard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”*

This change is subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022.

APPENDIX C
STANDARD OFFSHORE RULES
AMENDMENTS TO THE RULES

1. Sanctions (rules 4.9, 17.2(5) and 23)

This amendment ensures that the cover position in respect of sanctions is uniform across all Standard group subsidiary clubs.

“23

...

Unlawful, prohibited or sanctionable: *unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America, irrespective of whether the restrictions apply to the club or member, the place of incorporation or domicile of the member or the unit's flag state, or any other relevant jurisdiction.”*

2. Limits of recovery for certificated and guaranteed liabilities (rule 6.1.5)

This amendment clarifies that liabilities incurred directly by the club under any security issued by it shall be subject to the same discretion afforded to the managers in respect of certificated liabilities where the claims of all insured parties in the aggregate may exceed any limit of cover set out in the rules or in the relevant certificate of entry.

“6.1.5 a *Where a **guarantee, undertaking or** certificate provided for in rule 4.4 **or other bail or security** has been issued and in the opinion of the managers the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the **rules or in the** certificate of entry, the managers:*

(1) *may defer payment of a claim or any part thereof as they see fit; and*

(2) *shall not be under any obligation to reimburse a member until they are satisfied that all liabilities arising under demands made or which may be made under any such **guarantee, undertaking or** certificate, **or such other bail or security**, have been or can be satisfied within such limit.*

- b To the extent that the claims of all insured parties or liabilities discharged by the club in the aggregate exceed the said limit, any payment by the club under any such guarantee, undertaking or certificate, or such other bail or security, shall be by way of loan and the member shall indemnify the club promptly upon demand in respect of such payment and there shall be assigned to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any third party.”*

3. Definitions (rule 23)

At the May 2022 board meeting, new definitions of ‘North Standard Bermuda’ and ‘North Standard UK’ were approved for inclusion in the rules for the 2023/24 policy year. A decision has subsequently been made to remove the gap between the words ‘North’ and ‘Standard’ such that these corporate names will read ‘NorthStandard’ instead. All other references in the rules to these defined terms will also be updated accordingly.

“23

...

***NorthStandard Bermuda:** means NorthStandard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).*

***NorthStandard UK:** means NorthStandard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”*

This change is subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022.

APPENDIX D
FIXED PREMIUM P&I CLASS RULES
AMENDMENTS TO THE RULES

1. Towage by the ship (rule 3.10.2 and rule 21)

This amendment reflects the industry practice that most towage contracts do not contain a knock-for-knock indemnity in relation to personal injury or death arising on board each party's ship.

"21

...

Knock-for-knock: a provision stipulating, as between the owner of the ship on the one part and the owner of the tow and the owners of any cargo or other property on board the tow on the other part, that each shall be responsible for any loss or damage to his own ship, cargo or property ~~and for loss of life or personal injury on his own ship~~ without any recourse whatsoever against the other."

2. Sanctions (rules 4.8, 17.2(5) and 21)

This amendment ensures that the cover position in respect of sanctions is uniform across all Standard group subsidiary clubs.

"21

...

Unlawful, prohibited or sanctionable: unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, **or United States of America, irrespective of whether the restrictions apply to the club or member, the place of incorporation or domicile of the member or the ship's flag state, or any other relevant jurisdiction.**"

3. Specialist operations (rule 5.11)

This change clarifies that mining is a specialist operation for the purposes of the specialist operations exclusion.

"5.11 Liabilities incurred during the course of performing dredging, blasting, pile-driving, well intervention, cable or pipe laying, construction, installation or maintenance work, core sampling, **mining**, depositing of spoil, power

generation, and such other operations as the managers may determine from time to time...

4. Limits of recovery for certificated and guaranteed liabilities (rule 6.2.4)

This amendment clarifies that liabilities incurred directly by the club under any security issued by it shall be subject to the same discretion afforded to the managers in respect of certificated liabilities where the claims of all insured parties in the aggregate may exceed any limit of cover set out in the rules or in the relevant certificate of entry.

“6.2.4 a *Where a guarantee, undertaking or certificate provided for in rule 4.5 or other bail or security has been issued and, in the opinion of the managers, the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the certificate of entry, the managers:*

(1) may defer payment of a claim or any part thereof as they see fit; and

(2) shall not be under any obligation to reimburse a member until they are satisfied that all liabilities arising under demands made or which may be made under any such guarantee, undertaking or certificate, or such other bail or security, have been or can be satisfied within such limit.

b To the extent that the claims of all insured parties or liabilities discharged by the club in the aggregate exceed the said limit, any payment by the club under any such guarantee, undertaking or certificate, or such other bail or security, shall be by way of loan and the member shall indemnify the club promptly upon demand in respect of such payment and there shall be assigned to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any third party.”

5. Definitions (rule 21)

At the May 2022 board meeting, new definitions of ‘North Standard Bermuda’ and ‘North Standard UK’ were approved for inclusion in the rules for the 2023/24 policy year. A decision has subsequently been made to remove the gap between the words ‘North’ and ‘Standard’ such that these corporate names will read ‘NorthStandard’ instead. All other references in the rules to these defined terms will also be updated accordingly.

NorthStandard Bermuda: means NorthStandard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).

NorthStandard UK: means NorthStandard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”

This change is subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022.

APPENDIX E
DEFENCE CLASS RULES
AMENDMENTS TO THE RULES

1. Definitions

At the May 2022 board meeting, new definitions of 'North Standard Bermuda' and 'North Standard UK' were approved for inclusion in the rules for the 2023/24 policy year. A decision has subsequently been made to remove the gap between the words 'North' and 'Standard' such that these corporate names will read 'NorthStandard' instead. All other references in the rules to these defined terms will also be updated accordingly.

***NorthStandard Bermuda:** means NorthStandard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).*

***NorthStandard UK:** means NorthStandard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456)."*

This change is subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022.

APPENDIX F
COASTAL & INLAND CLASS RULES
AMENDMENTS TO THE RULES

1. Towage by the ship (rule 3.10.2 and rule 26)

This amendment is made in response to a reciprocal change to the towage provisions of the Pooling Agreement.

“26

...

Knock-for-knock: a provision stipulating, as between the owner of the ship on the one part and the owner of the tow and the owners of any cargo or other property on board the tow on the other part, that each shall be responsible for any loss or damage to his own ship, cargo or property ~~and for loss of life or personal injury on his own ship~~ without any recourse whatsoever against the other.”

2. Sanctions (rules 4.8, 17.2(5) and 26)

This amendment ensures that the cover position in respect of sanctions is uniform across all Standard group subsidiary clubs.

“26

...

Unlawful, prohibited or sanctionable: unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, *or United States of America, irrespective of whether the restrictions apply to the club or member, the place of incorporation or domicile of the member or the ship’s flag state, or any other relevant jurisdiction.*”

3. Specialist operations (rule 5.11)

This change reflects agreement reached by the International Group Clubs that mining should be expressly referenced as a specialist operation for the purposes of the specialist operations exclusion.

“5.11 Liabilities incurred during the course of performing dredging, blasting, pile-driving, well intervention, cable or pipe laying, construction, installation or maintenance work, core sampling, *mining*, depositing of spoil, power

generation, and such other operations as the parties to the Pooling Agreement may agree...”

4. Limits of recovery for certificated and guaranteed liabilities (rule 6.2.4)

This amendment reflects a model rule adopted by the other International Group Clubs and clarifies that liabilities incurred directly by the club under any security issued by it shall be subject to the same discretion afforded to the managers in respect of certificated liabilities where the claims of all insured parties in the aggregate may exceed any limit of cover set out in the rules or in the relevant certificate of entry.

“6.2.4 a Where a guarantee, undertaking or certificate provided for in rule 4.5 or other bail or security has been issued and, in the opinion of the managers, the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the certificate of entry, the managers:

(1) may defer payment of a claim or any part thereof as they see fit; and

(2) shall not be under any obligation to reimburse a member until they are satisfied that all liabilities arising under demands made or which may be made under any such guarantee, undertaking or certificate, or such other bail or security, have been or can be satisfied within such limit.

b To the extent that the claims of all insured parties or liabilities discharged by the club in the aggregate exceed the said limit, any payment by the club under any such guarantee, undertaking or certificate, or such other bail or security, shall be by way of loan and the member shall indemnify the club promptly upon demand in respect of such payment and there shall be assigned to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any third party.”

5. Limits of recovery for charterers and for consortium claims (rule 6.9)

This change reflects an increase in the poolable cover limit available in respect of charterers and for consortium claims, from US\$350m to US\$500m, that has been achieved as part of the GXL renewal.

“6.9 Subject to any lower limitations of cover contained in the rules or set out in the member’s certificate of entry, and unless otherwise agreed by the managers, the following limits apply:

(1) in respect of all claims arising under any one charterer’s entry, or arising in respect of charterers insured as joint entrants or as co-assureds under any one owner’s entry, or arising out of the member’s capacity as slot or space charterer, recovery is limited to US\$~~500~~³⁵⁰ million any one event;

(2) in respect of any claim against the member arising out of the carriage of cargo in whole or in part on other ships not owned or chartered by the member operating in a consortium or joint service of which the member is a party at the relevant time, all insured parties covered under the same group rating agreement are not entitled to recover in respect of all the ships employed under that consortium or joint service more than US\$~~500~~³⁵⁰ million in the aggregate any one event;

(3) where all insured parties covered under the same group rating agreement have more than one ship employed under a consortium or joint service at the material time and one or more of those ships is entered with any other insurer participating in the Pooling Agreement, the liability of the club to all insured parties covered under the same group rating agreement is limited to such proportion of US\$~~500~~³⁵⁰ million as the claims incurred by the club in respect of the ships bear to the aggregate of all such claims incurred by the club and any such other insurers.”

6. Definitions (rule 26)

At the May 2022 board meeting, new definitions of ‘North Standard Bermuda’ and ‘North Standard UK’ were approved for inclusion in the rules for the 2023/24 policy year. A decision has subsequently been made to remove the gap between the words ‘North’ and ‘Standard’ such that these corporate names will read ‘NorthStandard’ instead. All other references in the rules to these defined terms will also be updated accordingly.

“26

...

NorthStandard Bermuda: means *NorthStandard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).*

NorthStandard UK: means *NorthStandard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”*

This change is subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022.

APPENDIX G
WAR RISKS CLASS RULES
AMENDMENTS TO THE RULES

1. Sanctions (rules 4.D.9 and 33.3.8)

This amendment ensures that the cover position in respect of sanctions is uniform across all Standard group subsidiary clubs.

“Definitions

...

xxxii ***Unlawful, prohibited or sanctionable:** unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America, **irrespective of whether the restrictions apply to the Association or member, the place of incorporation or domicile of the member or the ship’s flag state, or any other relevant jurisdiction.**”*

2. Joint Insured Owners (rule 10.1.2)

The decision of the UK Supreme Court in the *Ocean Victory* case has created a small risk that, where losses incurred by an owner are covered by an insurance policy in the joint names of the owner and a bareboat charterer, in the absence of an express indemnity provision from the bareboat charterer to the owner, there may be difficulties in passing an indemnity claim down a charterparty chain to the third party who caused the liability in question. This also has the potential of preventing the club from bringing subrogated claims against such a third party.

The following amendment ensures that the provision of co-assurance by the club in the context of a bareboat charterparty does not operate to exclude liability under the charterparty and that any payment by the club to one Insured Owner in respect of insured liabilities only operates as satisfaction but not the exclusion or discharge of the underlying liability of the other Insured Owner under the bareboat charterparty, thereby preserving the club’s ability to bring subrogated claims against third parties.

*“10.1.2 if, at the time of entry, the Joint Insured Owners shall have directed that all payments of any sums payable by the Association shall be paid to one of the Joint Insured Owners or to some other party, payment of such sums by the Association in the manner directed shall be a complete discharge of the Association’s liabilities to all Joint Insured Owners. If no such directions shall have been given, payment by the Association, in its discretion, to any one of the Joint Insured Owners shall operate as a similar complete discharge of its liabilities to all Joint Insured Owners. **The liability of any Insured Owner to another Insured Owner shall not be excluded nor discharged by reason of the receipt of such payment or the provision of insurance pursuant to Rule 10.**”*

Any payment by the Association to an Insured Owner in respect of such liabilities, costs or expenses covered by the Association shall operate only as satisfaction but not exclusion or discharge of the liability of such other Insured Owner;”

3. Definitions

At the May 2022 board meeting, new definitions of ‘North Standard Bermuda’ and ‘North Standard UK’ were approved for inclusion in the rules for the 2023/24 policy year. A decision has subsequently been made to remove the gap between the words ‘North’ and ‘Standard’ such that these corporate names will read ‘NorthStandard’ instead. All other references in the rules to these defined terms will also be updated accordingly.

“Definitions

...

***NorthStandard Bermuda:** means NorthStandard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).*

***NorthStandard UK:** means NorthStandard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”*

This change is subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022.

APPENDIX H
STRIKE & DELAY CLASS RULES
AMENDMENTS TO THE RULES

1. Sanctions (rules 4.5, 9.7(6) and 14)

This amendment ensures that the cover position in respect of sanctions is uniform across all Standard group subsidiary clubs.

“14

...

Unlawful, prohibited or sanctionable: *unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America, irrespective of whether the restrictions apply to the club or member, the place of incorporation or domicile of the member or the ship’s flag state, or any other relevant jurisdiction.”*

2. Effect of cessation of insurance (rule 9.12)

This amendment clarifies that, notwithstanding that an onshore event occurs within the period of cover, claims for consequential delay suffered by a ship after the onshore event has ended are not recoverable once the ship’s entry in the club has ceased.

“9.12 *When a member ceases to be insured in respect of any ship or at all (‘the date of cessation’) then:*

(1) *such member and his successors are, and remain, liable for all premium in respect of that part of the policy year for which the ship was on risk, and previous policy years, unless otherwise agreed pursuant to rule 11; and*

(2) ~~*the club remains liable for all claims arising out of any event occurring before the date of cessation but is under no liability for any delay occurring after the date of cessation.*~~

(2) *the club is under no liability for claims arising out of any incident occurring after the date of cessation; and*

(3) *the club remains liable in respect of delays arising out of incidents occurring before the date of cessation, except that the club shall only be liable in respect of claims for delay under rules 3.1 to 3.13 if the*

ship arrives at a port or area affected by a relevant risk before the date of cessation.”

3. Definitions (rule 14)

At the May 2022 board meeting, new definitions of ‘North Standard Bermuda’ and ‘North Standard UK’ were approved for inclusion in the rules for the 2023/24 policy year. A decision has subsequently been made to remove the gap between the words ‘North’ and ‘Standard’ such that these corporate names will read ‘NorthStandard’ instead. All other references in the rules to these defined terms will also be updated accordingly.

“14

...

***NorthStandard Bermuda:** means NorthStandard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).*

***NorthStandard UK:** means NorthStandard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”*

This change is subject to and conditional upon the satisfaction or waiver of the conditions set out in the framework agreement between The North of England Protecting and Indemnity Association Limited, The North of England Mutual Insurance Association (Bermuda) Limited and The Standard Club Ltd dated 13 March 2022.

THE STANDARD CLUB UK LTD

(‘the Company’)

Registered no: 17864

GENERAL MEETING OF THE PROTECTION & INDEMNITY CLASS

Tuesday 31 January 2023 at 11.35 am (GMT)

(‘the meeting’)

FORM OF PROXY

I (Block Capitals)

on behalf of (INSERT FULL MEMBER NAME).....

of (INSERT MEMBER ADDRESS)

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 meeting of the Company, being held virtually, originating from The Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on Tuesday 31 January 2023 at 11.35 am (GMT), and at any adjournment thereof.

Signature on behalf of Member or Common Seal

In my capacity as Dated.....2023

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

ORDINARY RESOLUTIONS	For	Against	Withheld
1. THAT with effect from noon GMT on 20 February 2023, 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 members dated 13 January 2023.			
2. THAT, with effect from noon GMT on 20 February 2023, 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 members dated 13 January 2023.			
3. THAT, with effect from noon GMT on 20 February 2023, the Fixed Premium rules of the Protection & Indemnity class of the Company be adopted, including amendments as set out in Appendix D to the letter to the members and owners dated 13 January 2023.			

THE STANDARD CLUB UK LTD

(‘the Company’)

Registered no: 17864

GENERAL MEETING OF THE DEFENCE CLASS

Tuesday 31 January 2023 at 11.35 am (GMT)

(‘the meeting’)

FORM OF PROXY

I (Block Capitals)

on behalf of (INSERT FULL MEMBER NAME).....

of (INSERT MEMBER ADDRESS)

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 meeting of the Company, being held virtually, originating from The Minster Building, 21 Mincing Lane, London EC3R 7AG, United Kingdom on Tuesday 31 January 2023 at 11.35 am (GMT), and at any adjournment thereof.

Signature on behalf of Member or Common Seal

In my capacity as Dated.....2023

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

ORDINARY RESOLUTIONS	For	Against	Withheld
1. THAT with effect from noon GMT on 20 February 2023, the rules of the Defence class of the Company be adopted, including amendments as set out in Appendix E to the letter to the members dated 13 January 2023.			

THE STANDARD CLUB UK LTD

(‘the Company’)

Registered no: 17864

GENERAL MEETING OF THE COASTAL & INLAND CLASS

Tuesday 31 January 2023 at 11.35 am (GMT)

(‘the meeting’)

FORM OF PROXY

I (Block Capitals)

on behalf of (INSERT FULL MEMBER NAME).....

of (INSERT MEMBER ADDRESS)

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 meeting of the Company, being held virtually, originating from The Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on Tuesday 31 January 2023 at 11.35 am (GMT), and at any adjournment thereof.

Signature on behalf of Member or Common Seal

In my capacity as Dated.....2023

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

ORDINARY RESOLUTION	For	Against	Withheld
1. THAT with effect from noon GMT on 20 February 2023, the rules of the Coastal and Inland class of the Company be adopted, including amendments as set out in Appendix F to the letter to the members dated 13 January 2023.			

THE STANDARD CLUB UK LTD

(‘the Company’)

Registered no: 17864

GENERAL MEETING OF THE WAR RISKS CLASS

Tuesday 31 January 2023 at 11.35 am (GMT)

(‘the meeting’)

FORM OF PROXY

I (Block Capitals)

on behalf of (INSERT FULL MEMBER NAME).....

of (INSERT MEMBER ADDRESS)

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 meeting of the Company, being held virtually, originating from The Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on Tuesday 31 January 2023 at 11.35 am (GMT) and at any adjournment thereof.

Signature on behalf of Member or Common Seal

In my capacity as Dated.....2023

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

ORDINARY RESOLUTION	For	Against	Withheld
1. THAT with effect from noon GMT on 20 February 2023, the rules of the War Risks class of the Company be adopted, including amendments as set out in Appendix G to the letter to the members dated 13 January 2023.			

THE STANDARD CLUB UK LTD

(‘the Company’)

Registered no: 17864

GENERAL MEETING OF THE STRIKE & DELAY CLASS

Tuesday 31 January 2023 at 11.35 am (GMT)

(‘the meeting’)

FORM OF PROXY

I (Block Capitals)

on behalf of (INSERT FULL MEMBER NAME).....

of (INSERT MEMBER ADDRESS)

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 meeting of the Company, being held virtually, originating from The Minster Building, 21 Mincing Lane, London, EC3R 7AG, United Kingdom on Tuesday 31 January 2023 at 11.35 am (GMT), and at any adjournment thereof.

Signature on behalf of Member or Common Seal

In my capacity as Dated.....2023

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

ORDINARY RESOLUTION	For	Against	Withheld
1. THAT with effect from noon GMT on 20 February 2023, the rules of the Strike and Delay class of the Company be adopted, including amendments as set out in Appendix H to the letter to the members dated 13 January 2023.			

APPENDIX I

NOTES:

Your proxy

Every member of the Company entitled to attend, speak and vote at the above meeting is entitled to appoint one or more proxies to attend, speak and vote on their behalf at the meeting. The appointment of a proxy will not prevent a member from subsequently attending, speaking and voting at the meeting in person.

A member is entitled to appoint a proxy of their choice and that person need not be a member of the Company. 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. If such an appointment is made, please delete the words 'the Chairman of the meeting' and insert the name of the person appointed proxy in the space provided.

Please include the full name of the member in the Form of Proxy.

A corporate member may 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.

The resolutions

You can show how you want your proxy to vote on each of the resolutions. Full details of the resolutions are set out in the accompanying Notice of the meeting.

If this form is returned without any indication as to how the person appointed proxy shall vote, the proxy will exercise their discretion as to how they vote or whether they abstain from voting.

Your signature

You must sign and date the Form of Proxy. If it is signed by someone else on your behalf, the power of attorney or other authority under which it is signed (or a copy of the authority certified notarilly) must be returned with the Form of Proxy.

In the case of a corporate member, the Form of Proxy must be executed under its common seal or signed by a duly authorised officer. If the signatory is a duly authorised officer a certified copy of the document providing such authority must be returned with the form. Please provide detail of the capacity in which you are signing the form.

Return of Form of Proxy

For the appointment of a proxy to be effective you must complete and sign the Form of Proxy and ensure that the Form of Proxy, together with, where applicable, any power of attorney or other authority under which it is executed (or a notarised copy of the same) is sent to the Company's secretary by email to nicola.podmore@standardclub.com and be received not less than 48 hours before the time fixed for holding the meeting or any adjournment thereof.

**TO BE VALID THE FORM OF PROXY MUST BE RECEIVED BY THE COMPANY'S
SECRETARY NOT LATER THAN 11.35 am (GMT) ON 29 JANUARY 2023**