



Standard  
Club

Rule Book, 2022/23

# Defence Rules

Our experts are by your side.  
As standard.

Defence Rules  
for the 2022/23 policy year  
of

**The Standard Club Ltd**

**The Standard Club UK Ltd**

**The Standard Club Asia Ltd**

**The Standard Club Ireland DAC**

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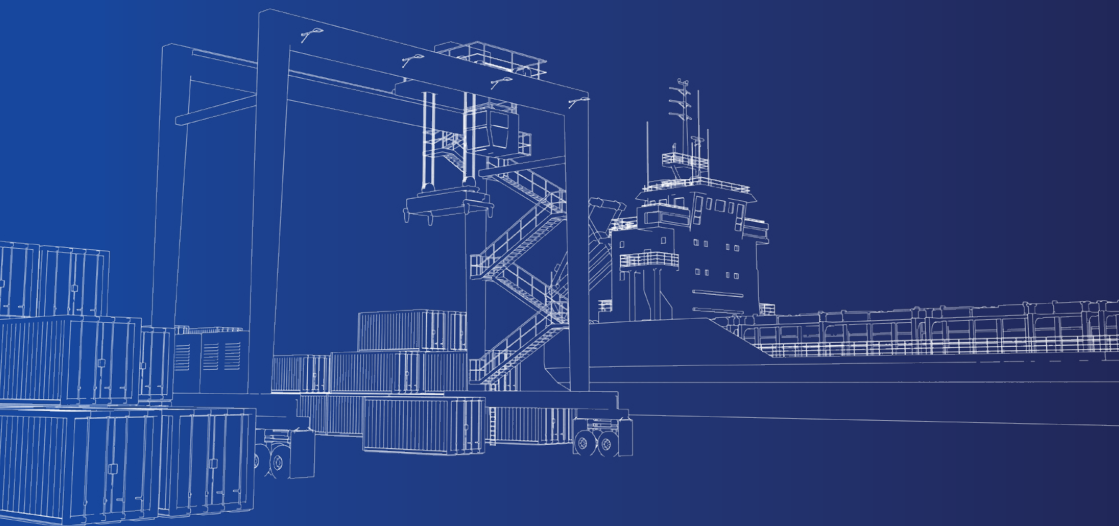
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# 01

## Defence Rules



## SECTION A: INSURANCE

- 1.1** These rules, which are subject to the articles, contain the terms upon which Defence cover is given by the club.
- 1.2** The risks for which a member is insured are set out in rule 3.
- 1.3** Rules 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24 and 25 of the P&I class, insofar as not inconsistent, are incorporated in and form part of these rules.
- 1.4** The definitions in rule 26 of the P&I class are, to the extent they are applicable, incorporated in and form part of these rules.

## **SECTION B: SCOPE OF COVER, RECOVERY AND LIMITS**

- 2.1** The costs in respect of which a member is insured are those authorised by the managers in their discretion and incurred in pursuing or defending claims, disputes or proceedings. Such costs include any which the member may become liable to pay to any third party under any order or agreement.
- 2.2** The costs must relate to a cause of action arising during the period of the ship's entry in the club and must arise out of or in relation to the operation or chartering by the member of the ship.
- 2.3** When considering whether to authorise any costs in respect of any matter, the managers may take into account, among other issues:
- (1)** the merits
  - (2)** the enforceability of any claim
  - (3)** the costs, actual or anticipated
  - (4)** the effect on the financial position of the class or club
  - (5)** whether the member exercised reasonable care in the chartering, control or management of the ship.
- 2.4** The managers may, at any time, decline or limit the reimbursement of any costs in respect of any matter, notwithstanding that they may previously have authorised reimbursement in connection with the same matter.
- 2.5** A member's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in the rules and his certificate of entry.
- 2.6** A member is not insured for any liabilities incurred by him in a capacity other than that in which he has entered into the contract of insurance with the club.
- 2.7** Unless and to the extent that the managers otherwise determine, the costs for which the member is insured shall be limited to US\$5 million any one claim, dispute or proceeding.

## SECTION C: RISKS COVERED

- 3** Costs in respect of claims, disputes or proceedings brought by or against a member relating to:
  - 3.1** any charterparty, contract of affreightment, bill of lading or other contract
  - 3.2** detention or loss of use of, or delay to, the ship
  - 3.3** the provision of supplies
  - 3.4** maintenance of or repair to the ship
  - 3.5** loss of or damage to the ship

### **Exclusion to rules 3.4 and 3.5**

The club will only cover a member for costs in relation to a claim within any franchise or deductible under a hull policy if and to the extent that such franchise or deductible does not or is deemed not to exceed US\$100,000 in respect of each incident.

- 3.6** cargo operations
- 3.7** charges, disbursements or accounts
- 3.8** amounts due from or to underwriters or brokers
- 3.9** salvage, pilotage or towage services rendered by or to the ship
- 3.10** claims by or against any person
- 3.11** the mortgage of the ship
- 3.12** representation at official investigations or enquiries
- 3.13** claims by or against any customs, port, governmental or local authority
- 3.14** the building, modification, purchase or sale of the ship.

### **Exclusions to rule 3.14**

- (1)** there is no cover for claims arising out of a contract for the building or modification of the ship or in respect of a contract for the purchase of the ship, for claims arising before delivery of the ship to the member, unless the entry is made effective from the date of the relevant contract, or on such terms as the managers may agree;
  - (2)** where a limit has been stipulated in respect of claims, it applies in the aggregate to all claims in respect of all ships entered by the insured parties or associated or affiliated companies arising out of any one contract or series of related contracts unless otherwise agreed by the managers.
- 3.15** all other matters in respect of which a member should, in the opinion of the board, be supported by the club.

## SECTION D: EXCLUDED RISKS

### Risks covered by insurances 4

The club will not cover a member in respect of any of the costs for which he would be covered, or could be covered subject to a discretion contained within the risk, if the ship were:

- (1) fully entered in The Standard Club UK Ltd or other insurer affording equally wide cover;
- (2) fully entered in the War Risks Class of The Standard Club UK Ltd or other insurer affording equally wide cover.



## **The Standard Club Asia Ltd**

### **Rules of the Defence Class**

The rules of The Standard Club Asia Ltd shall be the same as the rules of The Standard Club UK Ltd amended and varied as follows:

Unless the context otherwise requires, 'the club' means The Standard Club Asia Ltd and references to 'the articles' shall be deemed to be references to the Memorandum and Articles of Association of the club.

## **The Standard Club Ireland DAC**

### **Rules of the Defence Class**

The rules of The Standard Club Ireland DAC shall be the same as the rules of The Standard Club UK Ltd amended and varied as follows:

Unless the context otherwise requires, 'the club' means The Standard Club Ireland DAC and references to 'the articles' shall be deemed to be references to the Memorandum and Articles of Association of the club.

# 02

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Standard Club is comprised of the entities listed below. To identify your insurer within Standard Club please refer to your policy documents for the relevant policy year or please contact us. To best serve customers, Standard Club uses international correspondents, which may be another entity within Standard Club.

The Standard Club Ltd, incorporated in Bermuda (No. 1837), authorised and regulated by the Bermuda Monetary Authority. Managers: Standard Club Management (Bermuda) Limited, incorporated in Bermuda (No. 56069). Registered addresses: Swan Building, 2nd Floor, 26 Victoria Street, Hamilton HM 12. The Standard Club Asia Ltd, is a company incorporated in Singapore with limited liability (No. 199703224R), authorised and regulated by the Monetary Authority of Singapore. Managers: Standard Club Management (Asia) PTE. Limited, incorporated in Singapore (No. 199703244C). Registered addresses: 140 Cecil Street, #16-03/04 PIL Building, Singapore 069540. The Standard Club Asia Ltd (Hong Kong Branch), registered in Hong Kong (No. F0024636), authorised and regulated by the Hong Kong Insurance Authority (F24636). Managers: Standard Club Management (Asia) PTE. Limited (Hong Kong Branch), registered in Hong Kong (No. F0024645). Registered addresses: Suite A, 29/F 633 Kings Road, Quarry Bay, Hong Kong. The Standard Club Ireland DAC, incorporated in Ireland (No. 631911), authorised and regulated by the Central Bank of Ireland (C182196). Managers: Standard Club Management (Europe) Limited, incorporated in Ireland (No. 630355), authorised and regulated by the Central Bank of Ireland (C184973). Registered addresses: Fitzwilliam Hall, Fitzwilliam Place, Dublin 2. The Standard Club Ireland DAC (UK Branch), registered in the UK (No. BR021960), deemed authorised by the Prudential Regulation Authority, subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (FRN 833593). Managers: Standard Club Management (Europe) Limited (UK Branch), registered in the UK (No. BR021929), deemed authorised and regulated by the Financial Conduct Authority (FRN 848125). Registered addresses: The Minster Building, 21 Mincing Lane, London, EC3R 7AG. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. The Standard Club UK Ltd, incorporated in the UK (No. 00017864), authorised and regulated by the Prudential Regulation Authority & Financial Conduct Authority (FRN 202805). Registered address: The Minster Building, 21 Mincing Lane, London, EC3R 7AG. The Shipowners' Mutual Strike Insurance Association Europe (The Strike Club), incorporated in Luxembourg (No. B50025), authorised and regulated by the Commissariat aux Assurances. Registered address: 74, rue de Merl - BP 2217 L-1022 Luxembourg. The Strike Club UK Branch, registered in the UK (No. BR019357), deemed authorised by the Prudential Regulation Authority, subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (FRN 203102). Managers: Standard Club Management (Europe) Limited (UK Branch), registered in the UK (No. BR021929), deemed authorised and regulated by the Financial Conduct Authority (FRN 848125). Registered addresses: The Minster Building, 21 Mincing Lane, London, EC3R 7AG. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. The following offices provide claims services for Standard Club: Standard Club Management (Americas), Inc., incorporated in the United States (Connecticut) (No. 4050326). Registered address: 180 Maiden Lane, Suite 6A, New York NY10038; Standard Club Management (Europe) Limited (Greek Branch), Law 27/1975 Branch Office, Status Building B, Areos 2A, 166 71 Vouliagmeni, Athens, Greece; and Standard Club Management (Bermuda) Limited (Japan Branch), registered in Japan (No: 0100-03-034516). Registered address: 6th Floor Takebashi Bldg, 2-1-8, Kanda Nishiki-cho, Chiyoda-ku, Tokyo 101-0054 Japan.