



Standard
Club

By your side

Rule Book, 2021/22

Strike & Delay Rules



Strike & Delay Class Rules
for the 2021/22 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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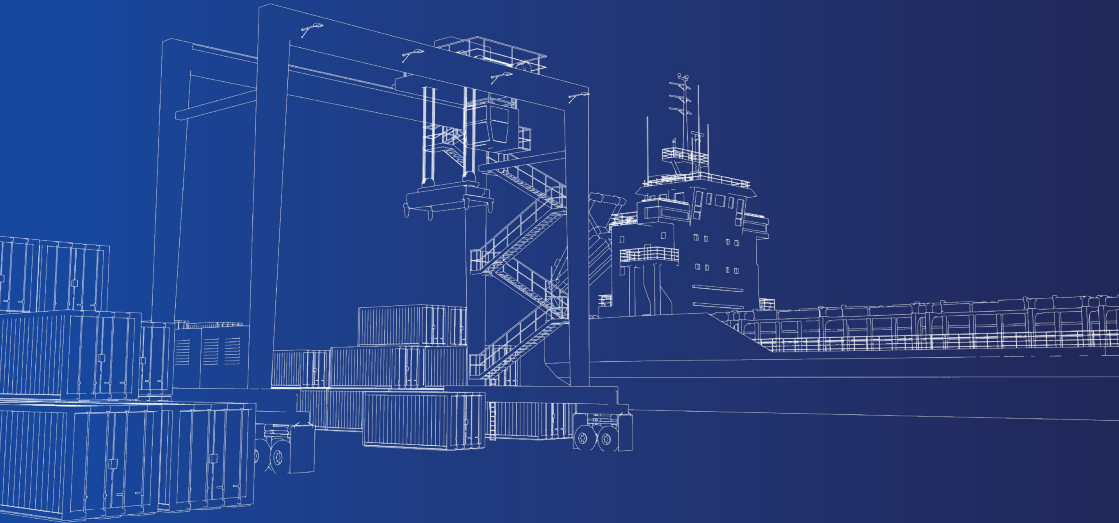
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Contents

Section no.		Page no.
1	The Strike & Delay Class Rules of The Standard Club UK Ltd	1
	The Strike & Delay Class Rules of The Standard Club Ireland DAC	31
	The Strike & Delay Class Rules of The Standard Club Asia Ltd	32

01

Strike & Delay Rules



SECTION A: INSURANCE

- 1** In return for payment of premium, the club agrees to insure the member against delay caused by an *insured risk* which occurs or commences during the period of cover, such contract of insurance being subject to the rules.
- 1.1** The rules, which are subject to the *articles*, contain the terms upon which Strike & Delay cover is given by the club.
- 1.2** The standard risks against which a member is insured are set out in rule 3.
- 1.3.1** A member may be insured in respect of risks other than those set out in rule 3, or in respect of risks otherwise excluded, where such risks have been agreed in advance by the managers.
- 1.3.2** Any such risks are covered subject to the terms, conditions, warranties, limitations and exclusions set out in the rules and in the *certificate of entry*.
- 1.3.3** The managers may reinsure all or part of any such risk and, in the event that such reinsurance is arranged, the member is entitled to recover from the club only the net amount actually recovered under such reinsurance together with that portion of the risk retained by the club, whether or not the member has notice of such reinsurance, its terms or the identity of the reinsurers.
- 1.4** No act, omission, course of dealing or forbearance or reimbursement by the club shall be treated as any evidence of a waiver of the club's rights under the rules.
- 1.5.1** The rules and any contract of insurance between the club and any *insured party* are governed by and construed in accordance with English law. In particular, they are subject to and incorporate the Marine Insurance Act 1906 and, upon its entry into force, the Insurance Act 2015 and any statutory modifications thereto unless such Acts or modifications may have been excluded by the rules or by any term of such contract.
- 1.5.2** The following provisions of the Insurance Act 2015 ('the Act') are excluded from the rules and any contract of insurance as follows:
 - (1)** Section 8 and Section 14 of the Act. As a result, any breach of the duty of fair presentation and/or the duty of utmost good faith shall entitle the club to avoid the policy in all circumstances.
 - (2)** Section 10 of the Act. As a result, if the member or any *insured party* fails to comply with any warranty in these rules or any contract of insurance, the club shall be discharged from liability from the date of the breach even if the breach is subsequently remedied.

- (3) Section 11 of the Act. As a result, if the member or any *insured party* fails to comply with any term in these rules or any contract of insurance, the club's liability may be excluded, limited or discharged in accordance with these rules notwithstanding that the breach could not have increased the risk of the loss which actually occurred.
- (4) Section 13 of the Act. As a result, the club shall be entitled to exercise its right to terminate the contract of insurance in respect of the member and all insured parties in the event that a fraudulent claim is submitted by or on behalf of the member and/or any *insured party* and/or any affiliated or associated company of the member.
- (5) Section 13(A) of the Act. As a result, these rules or any contract of insurance between the club, the member and any *insured party* shall not be subject to any implied term that the club will pay any sums due in respect of a claim within a reasonable time save that the club may not deliberately or recklessly fail to do so.

1.6 The terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 or other similar legislation, save as otherwise provided in the rules.

SECTION B: SCOPE OF COVER, RECOVERY AND LIMITS

- 2.1** The Strike & Delay cover protects the member against financial loss of income caused by specified delays to an *entered ship* occurring or commencing during the period of its entry in the club to the extent that such delay is caused by an *insured risk*.
- 2.2** The financial loss shall be calculated on the basis of the ship's actual loss of time stipulated in days, hours and minutes and her daily entered sum. (see rules 2.3 to 2.5).
- Loss of time calculation** **2.3** Only the time during which the ship has been deprived in whole or in part of income under a relevant *employment contract* shall count.
- There shall be no recovery for a delay, or any part thereof, in the absence of loss of income either because the member is entitled to payment under the applicable *employment contract* notwithstanding the delay or because the member would never have been entitled to payment, irrespective of the delay.
- 2.4** The loss of time may arise out of a single continuous period of delay or in respect of a series of intermittent delays during the course of a visit to a single port or visits to more than one port, provided that:
- (1)** time shall not start to run unless the delay has lasted for a continuous period of more than 24 hours; thereafter, the member is entitled to recover from the commencement of the incident. Any applicable deductible and limit of days covered under the *certificate of entry* shall run from the commencement of the incident;
 - (2)** period of delays separated by intervals of more than 48 consecutive hours shall be treated as separate incidents save in respect of delays covered under 3.22, 3.23, 3.31, 3.32 or 3.33.
- Daily entered sum** **2.5.1** Each ship is entered with the club for a specific entered sum which shall constitute the maximum amount the member is entitled to recover for each day (and pro-rata for any part of a day) the ship was delayed by reason of an *insured risk*.
- 2.5.2** The member warrants the daily entered sum agreed with the club is a fair and reasonable estimate of one of the following:
- (1)** ship's daily revenue (less bunkers or other costs saved in case of a delay); or
 - (2)** the daily hire or other remuneration payable by him (less such expenses as the member saves or ought to have saved due to the ship being delayed); or
 - (3)** the ship's daily running costs.

Limits of recovery

- 2.6** Recovery for any one claim arising out of an *insured risk* shall not exceed:
- (1) the maximum number of days (less deductible) specifically agreed in the member's *certificate of entry* for the relevant *insured risk*;
 - (2) any aggregate or other limits specifically agreed in the member's *certificate of entry*.
- 2.7** In any event, the member's claim against the club is limited to the net loss suffered in respect of any delay caused by one of the *insured risks*, after deduction of:
- (1) any amount which is recoverable by way of hire, demurrage, damages, under any guarantee or which can be avoided by placing the ship off-hire;
 - (2) any recovery in respect of loss of time and/or ship's daily running costs made from third parties or in general average;
 - (3) any recovery made from another insurer.

Recovery for onshore events

- 2.8** Recovery in respect of claims for delay under rules 3.1 to 3.13 shall be limited to:
- (1) the period during which the relevant risk persists; and
 - (2) after the relevant risk has ended (or "thereafter"), the period during which the ship is at the affected port or area and the after-effects of the relevant risk are still directly affecting the port or area and the *entered ship* provided that the ship arrived at such port or area within fifteen days after the relevant risk has ended.

Recovery for shipboard related events

- 2.9** There shall be no recovery under rules 3.22, 3.23, 3.31, 3.32, 3.33, 3.34 or 3.35 in respect of any period of delay:
- (1) commencing 12 months or more after the original incident; or
 - (2) resulting from the ship becoming an actual, constructive or economic total loss; or
 - (3) resulting from the ship slow steaming solely as a result of one or more of the above events beyond her immediate next port of call or refuge.
- 2.10** Where repairs arising from an incident covered under rules 3.22, 3.23, 3.31, 3.32, 3.33, 3.34 or 3.35 are undertaken concurrently with other work, the time in excess of the deductible period that is common to both categories of work will be split equally.

Amounts owing to the club	2.11	The club is not liable to make any payment in respect of any claim while any sum is due to the club from the member either in respect of a ship entered or under the same group rating agreement; however, if the club makes any payment, it may deduct any sum which is due from a member relating to any <i>policy year</i> .
Pre-existing circumstances	2.12	No claim shall be allowed if in the opinion of the <i>board</i> the loss was due to circumstances existing at the time the ship was entered with the club.
Obligation to sue and labour	2.13	A member must at all times take all reasonable steps to avoid or minimise any loss, damage or liability in respect of which he may be insured by the club. If a member is in breach of this obligation, the <i>board</i> may reject any claim by the member for reimbursement or reduce the sum payable by the club.
Wilful misconduct	2.14	Unless the <i>board</i> otherwise decides, no claim is recoverable in respect of any losses which in its opinion have been incurred owing to the privity or <i>wilful misconduct</i> of an <i>insured party</i> .
Sanctions	2.15	The member shall in no circumstances be entitled to recover from the club that part of any loss which is not recovered by the club from any reinsurance(s) by reason of any sanction, prohibition or adverse action against them by any state or international organisation or the risk thereof if payment were to be made by such reinsurers. This rule applies to any failure or delay in recovery by the club by reason of the reinsurers making payment into a designated account in compliance with the requirements of any state or international organisation.

SECTION C: RISKS COVERED

Onshore events

- 3** The member's loss in respect of delay to the *entered ship* caused by:
- 3.1** *Strike*, lockout, revolution, rebellion, insurrection, riot, civil commotion, political protest, action by environmental objectors or religious zealots.
 - 3.2** War, civil war or any hostile act by or against a belligerent power, weapons of war used during the course of hostilities and any act of piracy.
 - 3.3** Fire, explosion or mechanical breakdown on land.
 - 3.4** Storm, tempest, flood, sandstorm, snow, ice, fog or lightning insofar as it disrupts the shoreside supply chain provided always that the *entered ship* has not been delayed by a cause in respect of which cover would have been excluded under rules 3.8 or 3.9.
 - 3.5** Earthquake, volcanic eruption, avalanche, heave, landslide or subsidence.
 - 3.6** Aircraft impact or accident, or delay to or misdirection of air cargo.
 - 3.7** Accidental loss of or damage to any vehicle, vessel or aircraft carrying or transhipping cargo or spare parts to or from the *entered ship*.
 - 3.8** Partial or total closure of any port, berth, sea-lane or navigable waterway, or of any airport or airspace, or of any road or railway, as a result of an order made lawfully by an authority of competent jurisdiction, after the time of the *order to proceed*.

Exclusion to rule 3.8

There shall be no recovery for:

- (1)** closure of any port, berth, sea-lane or navigable waterway caused by or arising out of swell, wind, rain, ice or fog unless the closure was directly caused by a *named storm*;
 - (2)** delay arising out of any congestion, including any occupation of any berth by any other vessel or floating object, dredging, maintenance or normal tidal feature of any port, berth, sea-lane or navigable waterway.
- 3.9** Physical obstruction, high or low levels of water in any port, berth, sea-lane or navigable waterway for any abnormal reason, unforeseeable at the time of the *order to proceed*.

Exclusion to rule 3.9

There shall be no recovery for:

- (1)** delay caused by or arising out of swell, wind, rain, ice or fog unless the delay was directly caused by a *named storm*;

(2) delay arising out of any congestion, including any occupation of any berth by any other vessel or floating object, dredging, maintenance or normal tidal feature of any port, berth, sea-lane or navigable waterway.

3.10 Closure of any border for political purposes or the imposition of any import or export controls, embargo or prohibition.

3.11 Physical or electronic damage caused by strikers, locked-out workmen, vandals, terrorists, saboteurs or other malicious persons.

3.12 Expropriation, confiscation or seizure of a cargo loaded, partially loaded or discharged, or intended to be loaded on board the ship.

3.13 Use or operation (or threat thereof), as a means of inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

(There are no rules 3.14 to 3.20)

**Shipboard
related events**

3.21 *Strike* of crew and officers on board the ship.

3.22 Accidental collision, stranding or grounding of the ship or striking any fixed or floating object by the *entered ship*.

3.23 Damage to the vessel caused by stevedores, heavy weather, fire or explosion onshore, violent theft, jettison, barratry, contact with aircraft, earthquake, volcanic eruption and lightning.

3.24 Illness, injury or death on board or directly caused by the ship.

3.25 Actual or alleged presence of *contraband* on board the *entered ship*, which neither the member nor the master, officers and crew could reasonably be expected to have prevented, but only to the extent the member shall have both complied fully with all relevant legislation and regulations and co-operated fully and at all times with the relevant anti-trafficking agencies of all countries between which the ship trades.

3.26 Actual or alleged pollution emanating from the ship.

3.27 Desertion from such a ship of any or all of her officers and/or crew.

3.28 Any action by an authority of competent jurisdiction against the ship or her officers or crew in respect of:

(1) a crime or an alleged crime committed on board such ship; or

(2) any incident or occurrence as specified in rule 3.22 to 3.28 involving any other ship in the same beneficial ownership or management.

- 3.29** Stowaways on board, rescuing refugees or saving of life at sea by the ship.
- 3.30** Imposition of a state of quarantine upon such ship by a lawful order from an authority of competent jurisdiction.
- 3.31** Fire or explosion on board the ship; or breakdown of onboard *machinery* excluding:
- (1) breakdown resulting from ordinary wear and tear or lack of due diligence on the part of the member;
 - (2) damage to propeller(s), rudder(s), associated steering and propulsion components and other equipment routinely below the waterline if the ship uses berth where it is normal for ships to take the ground;
 - (3) deterioration of coatings and painted surfaces as a result of poor preparation or improper application.
- 3.32** Removal and replacement of bunkers (including the necessary and consequential cleaning of onboard *machinery*, tanks, pipelines and/ or other similar affected areas) because they are not in accordance with the specifications agreed in the charter party or in the orders to the bunker supplier, provided that such removal and replacement is to avoid or minimise physical damage to onboard *machinery*.

Exclusion to rule 3.32

No claim shall be allowed under this rule unless the continuous drip method of sampling procedure and retention of samples as set out in Annex VI of MARPOL has been complied with and one sample sent immediately to a bunker sample analysis laboratory approved by the managers.

If the continuous drip method is not used, confirmation shall be obtained from a sample analysis laboratory that no issues of inadequate quality of bunkers involving the nominated bunker supplier have occurred within the prior three months and that the member has SMS procedures for the ship regarding a hierarchy of approvals for loading bunkers when the continuous drip method is not used.

There shall be no cover where delay:

- (1) arises from bunkers not complying with regulations regarding sulphur content; or
- (2) arises from commingling or inadequate segregation of bunkers; or
- (3) is in respect of LNG bunkers.

No claim shall be allowed:

- (1) unless the failure to meet specification is notified to the managers within 60 days of the loading of the bunkers; or
- (2) if the specifications agreed in the charter party or in the orders to the bunker supplier are of a lower standard than ISO 8217:2005.

The bunker sample analysis laboratories approved by the managers are FoBAS, VPS, VeriFuel and nkcS, Maritec, Viswa Lab, Intertek Shipcare and Parker Kittiwake.

- 3.33** Piracy and/or kidnap and ransom and/or abduction of persons on board the ship, including during revolution, rebellion, insurrection, riot, civil commotion, political protest, or action of environmental objectors or religious zealots.
- 3.34** War, civil war or any hostile act by or against a belligerent power, weapons of war used during the course of hostilities; or capture, seizure, arrest, restraint or detention during the course of hostilities, and the consequences thereof or any attempt thereat but excluding such actions or confiscation, requisition (for title or use), pre-emption or expropriation by or under the order of the government or any public local authority of the country in which the ship is owned or registered and excluding the operation of ordinary judicial process, failure to provide security or to pay any fine penalty or any financial cause.
- 3.35** Any use or operation (or threat thereof), as a means of inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system on board the ship; or virus (or threat thereof) preventing the use of any computer, computer system, computer software program, computer process or any other electronic system on board the ship.
- (1) If the event under this rule directly or indirectly causes an incident which is covered by any of rules 3.21 to 3.32, then if the member's terms of entry include cover under the relevant rule, the deductible applicable to that rule shall apply; and
 - (2) If the event under this rule directly or indirectly causes an incident which is covered by any of rules 3.21 to 3.35, but the member's terms of entry do not include cover under the relevant rule, the claim shall be excluded.

(There are no rules 3.36 to 3.40)

- Sue and labour** 3.41 Where a member, in order to avoid or reduce a claim on the club, has incurred reasonable expenses or suffered any provable loss in avoiding or minimising delay to a ship, the *board* may, at its sole discretion, agree to reimburse the member to such extent as it sees fit, but any such reimbursement shall exclude any element of profit.
- Omnibus** 3.42 In the event that a claim does not fall within any specific risk covered, but relates to a loss which the *board* determines to be within the scope of club cover, the *board* shall have full discretion to decide the extent of the member's recovery from the club.

SECTION D: EXCLUDED RISKS

- Risks covered by another insurer**
- 4.1.1** There shall be no recovery against the club if and to the extent that the loss could be covered, in whole or in part, by any hull and machinery, protection and indemnity, war hull and machinery, war protection and indemnity or freight, demurrage and defence insurance.
- 4.1.2** Unless otherwise agreed by the managers, there shall be no recovery in respect of any loss recoverable under any other insurance which has been placed by or on behalf of the member or which would have been so recoverable but for:
- (1)** any deductible, limit or special terms applicable under such insurance; or
 - (2)** act or omission on the part of the member vitiating such insurance; or
 - (3)** the entry of the ship with the club and the terms in such other insurance excluding or limiting liability on the grounds of double insurance.
- Cyber risks**
- 4.2** There shall be no recovery, save as provided in rules 3.2, 3.13, 3.34 and 3.35, in respect of any delay 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 program, malicious code, computer virus or process or any other electronic system.
- War risks**
- 4.3** There shall be no recovery, save as provided in rules 3.2, 3.33 and 3.34, in respect of any loss incurred as a result of:
- (1)** war, civil war, or any hostile act by or against a belligerent power;
 - (2)** capture, seizure, arrest, restraint or detainment during the course of hostilities, and the consequences thereof or any attempt thereat;
 - (3)** weapons of war used during the course of hostilities including, but not limited to, mines, torpedoes, bombs, rockets, shells and explosives.
- Five powers war and nuclear, chemical or biological exclusions**
- 4.4** There shall be no recovery in respect of any delay/loss directly or indirectly caused by or arising from:
- (1)** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
 - (2)** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or

- (3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- (5) any weapon or device employing (or alleged by a person threatening its use to employ) chemical, biological, biochemical or electromagnetic compounds or materials; or
- (6) the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China.

**Unlawful
sanctionable
and hazardous
trades**

- 4.5 No claim is recoverable if it arises out of or is consequent upon the ship carrying *contraband* or blockade-running or being employed in an *unlawful, prohibited or sanctionable* carriage, trade, voyage or operation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes *unlawful, prohibited or sanctionable* or if the *board* determines that the carriage, trade, voyage or operation was imprudent, unsafe, unduly hazardous or improper.
- 4.6 The club reserves the right to notify members of any voyage or trade which in its opinion is unsafe or improper. If a member having been given this notice then employs his ship on such voyage or transit or trade, no claim will be allowed for the period during which the same is so employed.

SECTION E: EXCLUDED LOSSES

- 5** Except as provided in this rule or otherwise agreed by the managers, there shall be no recovery in respect of:
 - 5.1** loss of or damage to the ship, her stores or fuel, or any equipment or item used in connection with her; or
 - 5.2** loss, cost or expense arising wholly or partly from the member's failure for any reason whatsoever to discharge any financial obligation of any kind in connection with the proper prosecution of a voyage; or
 - 5.3** loss arising directly or indirectly out of the insolvency of the member or any person; or
 - 5.4** loss arising out of the cancellation of any contract or engagement in relation to the ship; or
 - 5.5** loss arising out of any delay caused by loss or shortage of, damage to, or other issue in respect of, cargo or other property intended to be, or being, or having been carried in, on or by the ship, save as otherwise provided in the rules; or
 - 5.6** interest payable on sums due from the club.
 - 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.

SECTION F: OBLIGATION WITH REGARD TO CLAIMS

- Notification**
- 6.1** A member must immediately notify the managers in *writing* of every event which may lead to a claim under rules 3.13, 3.22, 3.23, 3.31, 3.32 and 3.35.
- 6.2** Any other event likely to give rise to a claim under rule 3 must be promptly notified to the managers and in any event within six months after the incident, failing which the claim shall not be covered unless the *board* exercises its discretion to the contrary.
- 6.3** Details of each claim must be supplied on the appropriate claim form currently in use by the club and be duly signed by or on behalf of the member.
- 6.4** A member must promptly notify the managers of any information, documentation or report in his power, custody, control or knowledge relevant to the claim and keep the managers fully informed at all times of the progress of the matter.
- 6.5** If a member fails to notify the club of a claim within one year after acquiring knowledge of the delay giving rise to such claim, any and all of that member's right(s) to recover in respect of such delay shall be extinguished.
- Evidence**
- 6.6** The managers determine what evidence is required to satisfy the club that a claim is payable.
- 6.7** A member must produce and supply to the club such information, documents or reports as the managers may reasonably request in connection with any claim.
- 6.8** A member must not withhold or conceal any information, documents or reports which may be relevant to disclose to the managers or make any false statement in connection with any claim.
- Powers of the managers relating to the handling of claims**
- 6.9** The managers have the right, but not the duty, to control the interests of a member relating to a claim, including:
- (1)** the appointment on behalf of member of lawyers, surveyors or other experts;
 - (2)** the conduct of any claim or legal or other proceedings and the compromise thereof;
 - (3)** the appointment of a surveyor to survey an *entered ship* prior to any repair being effected where a claim may be or has been made under rules 3.22, 3.23, 3.31 and 3.32.
- Settlement**
- 6.10** A member must not settle any claim or make any admission in respect of any matter relating to any delay for which he is insured with the club without the written consent of the managers.

- Subrogation** **6.11** When a claim is made under the rules, the club shall be subrogated to all the rights and remedies in respect of that claim which the member may have against any third party. The club shall be entitled to use the name of the member in bringing, defending, enforcing or settling any legal proceedings (including proceedings in any arbitration) and the member shall give all necessary information and assistance, and produce and forward all documents to enable the Association to substantiate, settle or resist any claim. The Association shall, however, where it uses the name of any member, indemnify him against all costs, charges, expenses and liabilities arising therefrom.
- Effect of non-compliance** **6.12** If a member fails to comply with any requirement under rules 6.1 to 6.4 and 6.6 to 6.11, the club shall not be under any obligation to indemnify him unless the *board* otherwise determines.

SECTION G: APPLICATION AND ENTRY

Application

- 7.1 The *applicant* must make to the managers a fair presentation of the risk by providing the managers with all material particulars and information together with any additional particulars and information as the managers may require.
- 7.2 The *applicant* will ensure that every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.
- 7.3 The managers may, without giving any reason, refuse any application for the entry of a ship in the club.

Entry

- 7.4 Unless the managers otherwise decide, each person whose entry has been accepted under the rules becomes a member of the club. Whenever the managers accept an entry by way of reinsurance, the insurer reinsured by the club or person insured by such an insurer may, if the managers agree, become a member.
- 7.5 The managers may accept an entry on terms as to premium other than those set out in the rules, in particular on a fixed premium basis.
- 7.6 The member warrants that he is, in relation to the ship:
- (1) her owner or charterer; or
 - (2) a manager or operator having control of her operation and employment; or
 - (3) any other person in possession and control of her.
- 7.7 Under a charterer's entry, the member warrants that he will, unless otherwise agreed with the managers, declare to the club all ships chartered by him.
- 7.8 The member is obliged to disclose any change in any material information relating to an entry including, but not limited to, change of: management, flag, classification society, government authority responsible for ship certification for the trade in question, nationality of crew, trading or operating area or nature of trade or operation. Upon such disclosure, or failure to disclose, the managers may amend the member's premium rating or terms of entry, or terminate the entry in respect of such ship with effect from the time of disclosure or failure to disclose.

Certificate of entry

- 7.9 The managers will send the member a *certificate of entry* stating the date of commencement of cover and the terms and conditions on which the ship has been accepted for insurance.
- 7.10 If at any time there is a variation in the terms of entry, the managers will send the member an endorsement stating the terms of such variation and the date from which such variation is to be effective.

- 7.11** Every *certificate of entry* issued is conclusive evidence as to its terms; if the managers believe that such documentation contains any error or omission, they may issue a new certificate or endorsement which will be conclusive as aforesaid.
- Joint entrants** **7.12** The managers may accept an application from a member for another person or persons to become joint entrants in respect of that member's entry. Each joint entrant has an independent right of recovery from the club.
- 7.13** Unless otherwise agreed by the managers, the member and all joint entrants are jointly and severally liable to pay all amounts due to the club in respect of their entry.
- 7.14** The member and each joint entrant warrants that the joint entrant is, in relation to the ship:
- (1)** interested in her operation, management or manning; or
 - (2)** the holding company or the beneficial owner of the member or of any person interested in her operation, management or manning; or
 - (3)** a mortgagee of the ship or a financial institution (or its subsidiary or affiliate) leasing the ship as owner to the member; or
 - (4)** the charterer.
- 7.15** The member warrants that he has at all times full power and authority to act in the name of and/or on behalf of all joint entrants.
- Insured parties** **7.16** The receipt by an *insured party* of any sums paid by the club in respect of such an entry is sufficient discharge by the club for the same.
- 7.17** Any provision of the rules by which an *insured party* ceases either to be insured or to be entitled to recover from the club is to be treated to apply to all *insured parties*. Failure by an *insured party* to comply with any of the obligations under the rules shall be treated as the failure of all *insured parties*.
- 7.18** Conduct of an *insured party* which would have entitled the club to decline to indemnify it is to be treated as the conduct of all *insured parties*.
- 7.19** The contents of any communication between an *insured party* and the club is to be treated as to be within the knowledge of all *insured parties*.

- Group entries** 7.20 The managers may accept an entry on the basis that the ship is part of a group rating agreement and assess premium accordingly.
- 7.21 One person must be designated group principal and any communication from or on behalf of the club to the group principal is deemed to be within the knowledge of all *insured parties* in the group and any communication from and action taken by the group principal is deemed conclusively to be made with the full approval of any and all *insured parties* within that group.
- 7.22 All persons entering ships under a group rating agreement and the group principal remain jointly and severally liable to pay all amounts due to the club in respect of any and all ships in the same group.
- Breach of warranty** 7.23 In the event of any breach of the warranties set out in rules 7.2, 7.6, 7.7 and 7.15, all *insured parties*' insurance shall terminate automatically from the time of the breach. In such circumstances, the member shall be, and remain, liable for all premium up to the time of the breach.
- 7.24 In the event of any breach by a joint entrant of the warranties set out in rule 7.14, the joint entrant's insurance shall terminate automatically from the time of the breach. The joint entrant shall be, and remain, liable for all premium up to the time of the breach.
- Assignment** 7.25 No insurance given by the club and no interest under the rules or under any contract between the club and any member may be assigned without the agreement of the managers. Any assignment made without such agreement shall, unless the managers otherwise determine, be of no effect and the assignee shall have no rights against the club.
- 7.26 In the event that the managers agree, the club is entitled in settling any claim presented by the assignee to deduct or retain such amount as the managers may then estimate to be sufficient to discharge any actual or potential liabilities of the assignor to the club.

SECTION H: SHIP STANDARDS AND RISK REVIEWS

Classification and condition of ships

- 8.1** Unless otherwise agreed by the managers, the following are conditions of the insurance of every ship:
- (1)** the ship must be and remain fully classed with a classification society approved by the managers or, provided agreed by the managers, remain fully approved by the government authority responsible for ship certification for the trade in question (hereafter ‘society/authority’);
 - (2)** any matter in respect of which the society/authority might make recommendations about action to be taken must be promptly reported to the society/authority;
 - (3)** the member must comply with all the rules, recommendations and requirements of the society/authority within the time or times specified by that society/authority;
 - (4)** the managers may inspect any document, and/or obtain any information relating to the maintenance of the ship’s class or approval, in the possession of any society/authority with which the ship is or at any time has been classed or approved, and the member authorises such society/authority to disclose such documents and/or information to the managers for whatever purposes they may consider necessary; and
 - (5)** the member must comply with all statutory requirements including, but not limited to, the ship’s flag state relating to the construction, adaptation, condition, fitment, equipment, manning and operation of the ship and must at all times maintain the validity of such statutory certificates as are required or issued by or on behalf of the ship’s flag state, including those in respect of the ISM and ISPS codes.

8.2 Unless and to the extent the *board* otherwise decides, a member is not entitled to any recovery under rules 3.22 to 3.32 and 3.35 in respect of any loss arising during a period when any of the conditions in rule 8.1 have not been complied with or at any time during the three preceding months.

Ship risk reviews

8.3 The managers may, as a condition of acceptance or renewal of entry in the club or at any time thereafter, appoint a surveyor to undertake a ship risk review in respect of an *applicant’s* or member’s ship within a specified period. In the light of such ship risk review, the managers may decline the application, refuse to renew the entry or impose conditions on the terms of entry as they see fit.

Operational reviews

8.4 The managers may at any time, or following an incident for which a member may be insured by the club, appoint a surveyor to undertake a review of the member’s operations within a specified period. If the review does not take place within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the review has been carried out, unless the *board* otherwise determines.

SECTION I: PERIOD OF INSURANCE

- Policy year**
- 9.1** Unless otherwise agreed at the time of entry or set out in the rules, the insurance provided by the club begins at the time stated in the member's *certificate of entry*, and continues until noon GMT on the following 20 February, and thereafter, unless terminated in accordance with the rules, from *policy year to policy year*.
- 9.2** If a member does not wish to continue the insurance in respect of the ship, he must give notice in *writing* to the managers not later than 30 days before the expiry of the period of insurance.
- 9.3** The ship may not be withdrawn at any other time or in any other manner except with the consent of the managers.
- Managers' notice**
- 9.4** The managers may, at any time and without giving any reason, terminate the ship's entry on 30 days' notice in *writing*.
- Pro-rata premium**
- 9.5** Subject to rule 10.8, a member is only liable for premiums in respect of the ship for the current *policy year* pro-rata for the period from the time stated in the member's *certificate of entry* until noon GMT:
- (1)** on the day ownership was legally transferred by the member to a third party; or
 - (2)** on the day the ship became an actual or constructive total loss or such later date as the managers may determine; or
 - (3)** on the date of cessation of insurance.
- Cessation of insurance**
- 9.6** A member shall cease to be insured by the club in respect of any and all ships entered by him if:
- (1)** being an individual, he dies, becomes of unsound mind or bankrupt, or makes any arrangement with his creditors generally; or
 - (2)** being a company, a resolution is passed for its voluntary winding-up or an order is made for its compulsory winding-up or it is dissolved or seeks protection from its creditors under any applicable bankruptcy or insolvency laws or any similar event occurs in any applicable jurisdiction.
- 9.7** A member shall cease to be insured by the club in respect of any ship entered by him if:
- (1)** he sells or assigns the whole or any part of his interest in the ship, unless the managers have agreed to such assignment and to an assignment of the relevant insurance by the club pursuant to rule 7.25; or
 - (2)** the ship becomes an actual total loss, or is accepted by underwriters as constructive or compromised total loss; or
 - (3)** the ship is posted at Lloyd's as missing or the expiry of 10 days from the date on which she was last heard of, whichever is the earlier; or

- (4) in the case of a charterer's entry, the charter comes to an end provided that the member gave written notice promptly, but in any event within one month of the termination of the charter; or
- (5) notice is given under rules 9.2 to 9.4 and is not withdrawn by agreement before the expiry of the period of insurance; or
- (6) the ship is employed by the member in a carriage, trade, voyage or operation which will thereby in any way howsoever expose the club OR the managers to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes *unlawful, prohibited or sanctionable*, unless the managers shall otherwise determine.

A member must promptly notify the managers in *writing* when any of the events referred above in rules 9.6 and 9.7 occur.

**Cancellation
of insurance**

- 9.8** If a member fails to pay when due and demanded by the managers any sum owing from him to the club:
 - (1) unless and to the extent the *board* otherwise decides, a member will not be entitled to any recovery in respect of any claim arising from the date of such failure until the date such sum owing to the club is paid in full; and
 - (2) his insurance will be cancelled, whether or not it may already have ceased for some other reason, if after service on him of a notice stating that there are sums owing and requiring payment by a specific date he fails to pay any sum in full on or before such date.
- 9.9** The managers may, but are not obliged to, specify the amount outstanding; any inaccuracy in the demand as to the amount stated to be owing shall not invalidate the notice unless there is no sum owing at all.
- 9.10** The cover provided under rules 3.2 and 3.34 in respect of war risks may be cancelled by the club on seven days' notice to the member (such cancellation becoming effective on the expiry of seven days from midnight of the day on which notice of cancellation is issued).
- 9.11** Whether or not a notice of cancellation has been given, the cover provided by rules 3.2 and 3.34 (delays resulting from war) shall terminate automatically:
 - (1) upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: the UK, the USA, France, the Russian Federation, the People's Republic of China; or
 - (2) in the event of the ship being requisitioned either for title or use.

**Effect of
cessation
of insurance**

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.

9.13 When a member ceases to be insured under rule 9.4, he remains liable for premium for the *policy year* in which the cessation occurs pro-rata only for the period beginning with the date of entry and ending with the date of termination.

**Effect
of cancellation
of insurance**

9.14 When a member's insurance is cancelled under rules 9.8 to 9.11 then:

- (1)** if the cancellation occurs while the member is, but for the cancellation, insured, such member and his successors are, and remain, liable for all premium in respect of the *policy year* during which the date specified in the notice ('the date of cancellation') occurs pro-rata only for the period beginning with the date of entry and ending with the date of cancellation and in respect of previous *policy years* irrespective of whether or not notice has been given under rule 9.8;
- (2)** if the cancellation occurs after the member has ceased to be insured for some other reason, such member and his successors remain liable for all premiums as provided for in rule 9.12(1);
- (3)** the club ceases to be liable for any claims in respect of any ships entered by such member:
 - (a)** which may arise by reason of any event occurring after the date of cancellation; or
 - (b)** which have accrued or arisen during a *policy year* for which sums remained owing but unpaid by the member in full or in part at the date of cancellation; or
 - (c)** which may have accrued or arisen in any year other than one referred to in (3)b above, whether or not the club may have admitted liability for such claims or may have known, at the date of cancellation, that a claim was likely to accrue.

SECTION J: PREMIUMS

- Mutual premiums**
- 10.1** Members who have ships entered in the club in respect of any *policy year*, not being a closed *policy year*, other than on fixed premium terms, insure each other against any loss which they or any of them may incur and contribute to the funds of the club required to meet:
- (1) all its liabilities and other outgoings, actual or anticipated;
 - (2) all provisions the *board* deems it expedient to make.
- 10.2** Members agree to pay all premium and other sums determined by the *board*, in such manner and at such time as the *board* may require.
- Estimated total premium**
- 10.3** Before or at the beginning of each *policy year*, the club shall levy upon members an estimated total premium (ETP) calculated on the basis of an agreed percentage of the daily entered sum. The *board* decides the number of instalments in which payment is to be made and payment will be made accordingly unless otherwise agreed by the managers.
- 10.4** If at any time the *board* determines that the whole of the ETP is not required to meet the obligations of the club:
- (1) it may declare a discount of such percentage of the ETP as it may decide; and
 - (2) the liability of the members to pay ETP under rule 10.3 shall be reduced accordingly.
- 10.5** Before the start of a *policy year*, the *board* may decide the percentage by which there is to be a general change in the premium ratings of all members. Unless otherwise agreed between the managers and a member, the premium ratings so changed will apply in respect of such *policy year*.
- 10.6** If a member ceases to be insured in respect of any ship before any instalment of ETP becomes payable, the managers will, subject to rule 9.12(1), decide how and when any such sum is to be paid, provided that it will be immediately payable if the member has no other ships entered in the club, or subsequently withdraws all his ships.
- Supplementary calls**
- 10.7** The *board* may levy one or more supplementary calls in any open *policy year* if it determines that the funds or reserves of the club are insufficient for that year, or for any other purpose.
- Laid-up returns**
- 10.8** If a ship is laid-up in a safe port for 15 or more consecutive days after finally mooring there, the member is, subject to rule 10.10, allowed a pro-rata return of premium up to a maximum rate of 95%. Any lay-up return is reduced pro-rata for any period of shifting within the port during lay-up.

Exclusions to rule 10.8

Unless otherwise agreed by the managers, there shall be no return if:

- (1) there are crew on board the ship other than for security or for maintenance necessary for the safety of the ship; or
- (2) repairs are carried out other than for the safety of the ship.

Time charter returns

10.9 If a ship is trading under time charter, the member is, subject to rule 10.10, allowed a pro-rata return of premium allocated to onshore events up to a maximum rate of 95%.

10.10 If a member does not notify and submit his claim for reimbursement to the managers in *writing* within six months under rule 9.5, or within six months of the end of the *policy year* under rules 10.8 or 10.9, no allowance or return shall be made unless the managers otherwise determine.

Releases

11.1 Upon the cessation of insurance of any ship, a member may be released from all further liability for premium to the club.

11.2 The managers will calculate the amount required to so release the member ('the release call') by reference to such percentage of the ETP as the *board* may decide.

11.3 Within the time specified by the managers, the member may elect to pay either the release call or all further premium when due.

11.4 If the member elects to pay all further premium when due, he must, unless he has other ships remaining in the club under an owner's entry, provide at his own expense within the time specified by the managers, a guarantee acceptable to the managers for the full amount of the release call. If he fails to provide the guarantee within the time specified, the release call automatically becomes payable.

11.5 If during the period that the member is still liable to pay further premium he no longer has any ships remaining in the club under an owner's entry, he must immediately provide at his own expense a guarantee acceptable to the managers for the full amount of all release calls in respect of all of his ships.

11.6 If, after the original release call is calculated, the *board* amends the release percentage, the managers may re-calculate the release call.

11.7 The managers may impose such other terms and conditions as they think fit.

11.8 A member who has paid a release call is under no liability for any premium in respect of any ship which is the subject of the release call assessed after the date of the release and has no right to share in any return of premium which the *board* may thereafter decide to make.

Payment

- 11.9** Any premium or other sums due shall be designated in such currency, and be payable in such manner and at such time, as the managers may specify. If any sum due is not paid on the specified date, time being of the essence, such member shall pay interest on the amount outstanding from that date until the date of payment at such rate as the *board* determines. The managers may, however, waive payment of interest in whole or in part.
- 11.10** Where a member has appointed a broker, the broker is the agent of the member. Payments of premium and other sums due to the club shall not be considered received by the club until actually received by it, and payment by the member to his broker or other intermediary shall not constitute payment to the club.
- 11.11** Where the member has appointed a broker, payment by the club to the broker of sums due to the member shall constitute payment to the member. Any such payment shall fully discharge the club's liability to the member in respect of such sums.
- 11.12** The club is entitled to, and the member grants, a lien on the ship in respect of any amount owed by the member to the club.

Closed policy years

- 11.13** No sooner than 18 months after its commencement, the *board* may decide to close a *policy year*.
- 11.14** If the premium obtained exceeds the liabilities and other outgoings falling upon the club for that year, the *board* may either carry the surplus to reserves or return it in whole or in part to the persons who paid such premium in proportion to the aggregate premium paid by them in such *policy year*.
- 11.15** If at any time after a *policy year* has been closed it appears to the *board* that the liabilities and other outgoings arising in respect of the year exceed or are likely to exceed the premium, other than overspill calls, in respect of the year, then the *board* may decide to provide for such deficiency by:
- (1)** utilising funds either from reserves or standing to the credit of any different closed *policy year*; or
 - (2)** levying one or more supplementary calls in respect of any open *policy year*.

Reserves

- 11.16** The *board* may:
- (1)** establish and maintain such reserves or other accounts as it thinks fit;
 - (2)** transfer any sum standing to the credit of any *policy year* to any reserve;
 - (3)** apply the sums in any reserve for any purpose and may at any time transfer sums from one reserve to another.

Investment

- 11.17 The funds of the club may be invested in any way the *board* may determine.
- 11.18 Unless the *board* otherwise determines, all funds relating to any *policy year* or reserve shall be pooled and invested as one fund.
- 11.19 The *board* may apply investment returns to any *policy year* or reserve as it thinks fit.

SECTION K: GENERAL TERMS AND CONDITIONS

- Powers of board and managers**
- 12.1** Whenever any power under the rules is:
- (1)** vested in the *board*, it may be delegated to any subcommittee of the *board*, class committee or to the managers;
 - (2)** conferred or imposed upon the managers, or is delegated to them under rule 12.1(1), it is exercisable by the managers, or by any authorised employee or agent.
- 12.2** Any power referred to in rule 12.1 is exercisable in the absolute discretion of the *board*, subcommittee, class committee or managers. The *board* and the managers are not required to give reasons for any decision or determination.
- 12.3** Whenever the managers' agreement or approval is required by the rules, it must be given in *writing*, and no agreement or approval shall be of any effect in the absence of such written agreement.
- Disclosure**
- 12.4** The club shall be entitled to give disclosure of information relating to the member's business which has become known to the club where such disclosure is required by law, or any rule, regulation, order or direction of any authority or if necessary for the proper performance of the club's or managers' obligations.
- Notices**
- 13.1** All notices and documents required by the rules to be given to the club or to the managers must be in *writing* and addressed to the managers.
- 13.2** All notices and documents required by the rules to be served on a member may be served as the managers decide either personally, or by post, fax or email to him:
- (1)** at his address as recorded by the managers; or
 - (2)** at any other address he has notified the managers as being his address for service; or
 - (3)** at any address of a broker or agent through whom any ship has been entered in the club.
- 13.3** Every notice and document served personally is deemed served on the day of service; if served by post, fax or email is deemed served on the second day after posting or sending. Proof of posting is sufficient proof of service by post, while the managers' record of any electronic communication is sufficient proof of service by other means.
- Website**
- 13.4** The managers may send or supply any notice or document to members by making it available on the club's website, and it is deemed delivered when the relevant members are notified that it is available on the website.

- Personal data** 13.5 Conditions relating to the sharing and processing of *personal data* between, by and/or on behalf of the club and the member pursuant to these rules are contained in a separate data sharing document available on the club's website.
- Law and jurisdiction** 13.6 All insured parties submit to the jurisdiction of the English courts in respect of any action brought by the club to recover any sums which the managers may consider to be due from an *insured party*. However, the club is entitled to commence and maintain any action to recover any sums which the managers may consider to be due from an *insured party* in any jurisdiction.
- 13.7 If any other dispute between an *insured party* and the club arises out of or in connection with the rules, it must first be referred to the *board* notwithstanding that the *board* may have already considered the matter which has given rise to the dispute, and such reference shall be on written submissions only.
- 13.8 No *insured party* is entitled to maintain any legal proceedings against the club unless and until the matter has been submitted to the *board* and the *board* has given its decision.
- 13.9 If, after the dispute has been referred to the *board* in accordance with rule 13.7, an *insured party* does not accept the decision of the *board*, the parties will attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation will take place in London and in English. The mediation agreement shall be governed by the substantive law of England. The English courts shall have exclusive jurisdiction to settle any claim, dispute or difference which may arise out of, or in connection with, the mediation.
- 13.10 If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in *writing*, the dispute shall be referred to and finally resolved by arbitration in London before two arbitrators, one to be appointed by each of the parties, and an umpire to be appointed by the two arbitrators. The submission to arbitration and all the proceedings therein shall be subject to the Arbitration Act 1996 and any statutory modifications thereof.

SECTION L: DEFINITIONS

14 In the rules the following words and expressions have the following meanings:

The rules: the Strike & Delay class rules of the club for the time being in force.

The articles: the articles for the time being of the club.

The club: The Standard Club UK Ltd.

Affiliated or associated charterer: where (1) both the member or a joint entrant and the charterer have the same parent or (2) one of the member, joint entrant or the charterer respectively is the parent of the others. For the purposes of this definition, a 'parent' is a company which owns at least 50% of the shares in and voting rights of the others or owns a minority of the shares in the others and can procure that it is managed and operated in accordance with its wishes.

Applicant: any person seeking to enter a ship on his own or another's behalf or on whose behalf an application is made.

Board: the directors for the time being of the club or, as the context may require, a quorum of directors present at a duly convened meeting of the board.

Certificate of entry: a document issued pursuant to rule 7.9 including any endorsement thereto.

Contraband: any item that is illegal to carry, such as drugs, arms, munitions, alcohol, tobacco or precious metal.

Covered risk: risk covered under the member's certificate of entry or endorsement.

Day: the day of any occurrence means the day as computed according to Greenwich Mean Time (GMT).

Delay: Delay in relation to a ship includes complete or partial suspension of its commercial operations.

Employment contract: the voyage or time charterparty, booking note, contract of affreightment or other contract under which the entered ship is employed or which the entered ship is performing at the time of any delay or part thereof.

Entered Ship: A ship which has been entered for any of the risks enumerated herein and accepted in the Association in the manner hereinafter provided.

Insured party: the member and any joint entrant in respect of an entry.

Insured risk: risk insured under the member's certificate of entry or endorsement.

Machinery: the various systems necessary for the propulsion and operation of a ship, including engines, generators, turbines, electrical machinery, propeller, shafts and boilers.

Managers: the managers for the time being of the club.

Member: every owner or other person who becomes and is for the time being a member of the club.

Midnight: midnight GMT.

Month: calendar month.

Named storm: a storm named by an appropriate meteorological authority.

Noon: noon GMT.

Order to proceed: order to proceed to or by way of the location where the delay is suffered or the assumption by the member of a contractual obligation to proceed to or by way of that location.

Personal data: any information that relates to or enables the identification of a living person.

Policy year: the year from noon GMT on 20 February to noon GMT on the following 20 February.

Premium: includes estimated total premium, supplementary calls and any other premium which may be due from a member.

Ship: any ship, boat, hydrofoil, hovercraft or any other description of vessel, whether completed or under construction, (including a lighter, barge or similar vessel howsoever propelled but excluding a fixed platform, a fixed rig and a wing-in-ground craft) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part of such ship, or any proportion of the tonnage thereof or any share therein.

Strike: Strike, slow-down, work stoppage and any other form of partial or total restraint of labour.

The ship: a ship which has been entered in the club for insurance.

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, United States of America, the place of incorporation or domicile of the member or the ship's flag state.

Wilful misconduct: an act intentionally done or a deliberate omission by an insured party with knowledge that the performance or omission will probably result in injury or loss, or an act done or omitted in such a way as to allow an inference of a reckless disregard for the probable consequences.

Writing: any reference to 'writing' shall include any communication effected by post, cable, telegram, fax or any comparable means including email.

References to the masculine gender shall include the feminine gender.

References to singular numbers shall include plural numbers and vice versa.

References to persons shall include corporations.

References to rule numbers shall include any sub-paragraphs of that rule.

Headings and sub-headings are for reference only and do not affect the construction of any rule.

The Standard Club Ireland DAC

Rules of the Strike & Delay 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.

The Standard Club Asia Ltd

Rules of the Strike & Delay 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.

02

Index to the Strike & Delay Rules



	Rule no.	Page no.
Accidental Loss	3.7	6
Aircraft Impact or Accident	3.6	6
Arbitration	13.10	28
Assignment	7.25	18
Avalanche	3.5	6
Blockade Running, exclusions	4.5	12
Certificate of Entry	7.9, 7.10	16
Cessation of Insurance	9.6, 9.7	20
Civil Commotion	3.1, 3.33	6, 9
Closed Policy Year	11.13, 11.14, 11.15	25
Collision	3.22	7
Confiscation	3.12, 3.34	7, 9
Congestion	3.8, 3.9	6, 7
Contraband Carriage, exclusions	4.5	12, 29
Crew Strike	3.21	7
Cyber Risks	3.13, 3.35 4.2	7, 9, 11
Daily Running Costs	2.5.2	3
Death on Board	3.24	7
Demurrage	2.7, 4.1.1	4, 11
Desertion	3.27	7
Deductible	2.6	4
Earthquake	3.5, 3.23	6, 7
Electronic Damage	3.11	7
Embargo	3.10	7
Entered Sum	2.5.1	3
Environmental Objectors	3.1	6
Explosion	3.3	6
Expropriation	3.12	7
Fire	3.3	6
Flood	3.4	6
Fog	3.4	6
Grounding	3.22	7
Heave	3.5	6
High Levels of Water	3.9	6
Illness	3.24	7
Import/Export Control	3.10	7
Injury	3.24	7
Insolvency, exclusions	5.3	13
Investments	11.17	26
Joint Entrants	7.12	17
Kidnap and Ransom	3.33	9
Laid Up	10.8	23
Landslide	3.5	6
Law of Jurisdiction	13.6	28
Lien	11.12	25
Lightning	3.4	6
Lockout	3.1	6

	Rule no.	Page no.
Low Levels of Water	3.9	6
Machinery Damage	3.31	8
Mechanical Breakdown on Land	3.31	8
Navigable Waterway	3.9	6
Notification of Claims	6.1	14
Nuclear, exclusions	4.4	11
Off-spec Bunkers	3.32	8
Other Damages	3.23	7
Physical Damage	3.11	7
Physical Obstruction	3.9	6
Piracy	3.2, 3.33	6, 9
Policy Year	9.1	20
Political Protest	3.1, 3.33	6, 9
Pollution	3.26	7
Port Closure	3.8	6
Pre-Existing Circumstances, exclusions	2.12	5
Premiums	10.1-10.3	23
Prohibition	3.10	7
Protection & Indemnity	4.1.1	11
Quarantine	3.30	8
Rebellion	3.1, 3.33	6, 9
Release Call	11.1-11.8	24
Religious Zealots	3.1	6
Rescuing of Refugees	3.29	8
Restraint of Labour	3.1	6
Return of Premium	10.8	23
Revolution	3.1	6
Riot	3.1	6
Risks Covered	3	6-10
Sanctions	4.5, 9.7	12, 20
Sandstorm	3.4	6
Saving Life at Sea	3.29	8
Seizure of a Cargo	3.12	7
Snow	3.4	6
Spare Parts	3.7	6
Storm	3.4	6
Stowaways	3.29	8
Stranding	3.22	7
Strike	3.1, 3.21	6, 7
Striking Fixed or Floating Object	3.22	7
Subrogation	6.11	15
Subsidence	3.5	6
Sue and Labour	3.41	10
Supplementary Calls	10.7	23
Tempest	3.4	6
Transshipping Cargo	3.7	6
Volcanic Eruption	3.5	6
War	3.2, 3.34	6, 9
War, exclusions	4.3	11



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