



SPECIALIST  
PROFESSIONAL  
INDEMNITY  
INSURANCE

# ITIC Rules 2022

Specialist professional indemnity insurance  
for transport professionals everywhere

ITIC  
IS MANAGED  
BY **THOMAS  
MILLER**



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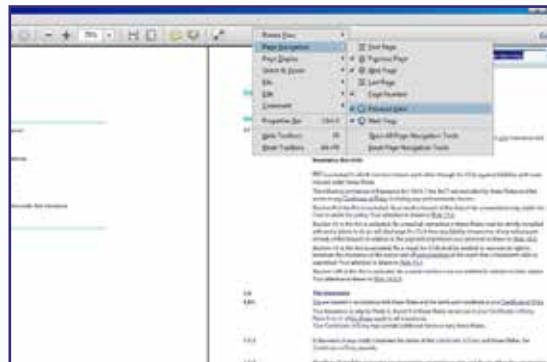
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## PART 1

## Nature of the insurances

### Rule 1

### Nature of the insurances

#### 1.1

#### General

Subject to the [Articles of Association](#) and as stated herein, these Rules govern [your](#) insurance and membership of [the Club](#).

#### Insurance Act 2015

ITIC is a mutual in which [members](#) insure each other through [the Club](#) against the liabilities and costs insured under these Rules.

The following provisions of Insurance Act 2015 ("the Act") are excluded by these Rules and the terms of any [Certificate of Entry](#), including any endorsements thereto:

Section 8 of the Act is excluded. As a result a breach of the duty of fair presentation may entitle [the Club](#) to avoid the policy. [Your](#) attention is drawn to [Rule 17.3](#).

Section 10 of the Act is excluded. As a result all warranties in these Rules must be strictly complied with and a failure to do so will discharge [the Club](#) from any liability irrespective of any subsequent remedy of that breach. In relation to the payment of premium [your](#) attention is drawn to [Rule 18.3](#).

Section 13 of the Act is excluded. As a result [the Club](#) shall be entitled to exercise its right to terminate the insurance of the senior and all [joint members](#) in the event that a fraudulent claim is submitted. [Your](#) attention is drawn to [Rule 14.7](#).

Section 13A of the Act is excluded. As a result [members](#) are not entitled to interest on their claims. [Your](#) attention is drawn to [Rule 14.9.3](#).

#### 1.2

#### The insurance

##### 1.2.1

[You](#) are insured in accordance with these Rules and the terms and conditions in [your Certificate of Entry](#). [Your](#) insurance is only for Parts 2, 3 and 4 of these Rules as set out in [your Certificate of Entry](#). Parts 5 to 11 of [the Rules](#) apply to all insurances. [Your Certificate of Entry](#) may contain additional terms or vary these Rules.

##### 1.2.2

In the event of any conflict between the terms of the [Certificate of Entry](#) and these Rules, the [Certificate of Entry](#) prevails.

##### 1.2.3

Headings, hyperlinks and notes are inserted for convenience only and do not affect the construction or interpretation of these Rules.

#### 1.3

#### Insured services and risks

##### 1.3.1

[Your](#) insurance shall be confined to risks which are incurred in the normal course of providing the services specified in [your Certificate of Entry](#).

The normal course includes contracting or endeavouring to contract on terms and conditions usually applicable for the performance of those [insured services](#).

##### 1.3.2

[The Directors](#) shall have an absolute discretion to decide whether or not any risk was incurred in the normal course of providing such services.

Any decision of [the Directors](#) as to whether any risk was so incurred shall be final and binding on [you](#) and [the Club](#).

#### 1.4

#### Indemnity Insurance

[Your](#) insurance with [the Club](#) is on the basis of indemnity. [The Club](#) shall pay [you](#) only:

##### (a)

after [you](#) have discharged any liability.

##### (b)

after [you](#) have settled any liability by expenditure of money belonging to [you](#) unconditionally and not by way of loan or otherwise.

However, [the Directors](#) may, in their absolute discretion, determine that [you](#) may recover monies under [your](#) insurance with [the Club](#) although [you](#) have not paid the full amount of such liabilities and costs and may impose conditions upon such recovery as they consider appropriate.

## PART 1

### Nature of the insurances

- 1.5 Deductible**
- 1.5.1 A claim payable under this insurance will be subject to the applicable deductible.
- 1.5.2 The applicable deductible will be:
- (i) the special deductible, if any, stated in [your Certificate of Entry](#) to be applicable to the relevant [insured service](#) or type of claim or cost; or, if none is stated,
  - (ii) the general deductible stated in [your Certificate of Entry](#); or, if none is stated,
  - (iii) US\$ 5,000.
- 1.5.3 Where there are two or more deductibles, which could apply to the same [occurrence](#), the higher will apply. Only one deductible will be applied.
- 1.5.4 Only one deductible will apply to each and every [occurrence](#), whether or not one or more [joint members](#) are included in [your](#) insurance.
- 1.6 Limit of liability**
- 1.6.1 A claim payable under this insurance will be subject to the applicable limit of liability less the applicable deductible.
- 1.6.2 The applicable limit of liability will be:
- (i) the special limit of liability, if any, stated in [your Certificate of Entry](#) to be applicable to a Rule, [insured service](#) or type of claim; or, if none is stated,
  - (ii) the general limit of liability stated in [your Certificate of Entry](#); or, if none is stated,
  - (iii) US\$ 250,000.
- 1.6.3 If claims from the same [occurrence](#) are insured under more than one Rule, one limit will apply. The applicable limit will be determined in accordance with [Rule 1.6.2](#).
- 1.6.4 Where there are two or more limits of liability that could apply to claims arising from the same [occurrence](#):
- (i) claims which are subject to a special limit of liability will be subject to that special limit,
  - (ii) if two or more special limits could apply the higher will apply,
  - (iv) the total claims payable will not exceed the general limit of liability.
  - (v) However, if the special limit is higher than the general limit, the total claims payable will not exceed the higher limit. All claims will be subject to the general limit and only claims covered by the special limit will be paid in excess of the general limit.
- 1.6.5 Total claims payable under this insurance may be subject to an annual aggregate limit for each [account year](#).
- The aggregate limit will be:
- (i) The special aggregate limit if any for that Rule, insured service or type of claim; or
  - (ii) The general aggregate limit of liability as stated in [your Certificate of Entry](#).
- The total claims payable, whether subject to a special aggregate limit or the general aggregate limit will not exceed the general aggregate limit of liability.
- However, if the special limit is higher than the general limit, the total claims payable will not exceed the higher limit. All claims will be subject to the general limit and only claims covered by the special limit will be paid in excess of the general limit.
- 1.6.6 Subject to [Rule 1.6.4](#) and [1.6.5](#), only one limit of liability will apply to each and every [occurrence](#), whether or not one or more [joint members](#) are included in [your](#) insurance.

## PART 2

## Professional indemnity insurance

### Rule 2

### Professional indemnity insurance

#### 2.1

Your Certificate of Entry sets out the services and Rules for which you have insurance under this Part 2.

Your attention is drawn to the qualifications and exclusions in [Rule 3](#) and the general conditions and exclusions in [Rule 13](#).

Your obligations in respect of reporting claims are set out under [Rule 14](#).

Insurance under this [Rule 2](#) is for your liability and associated costs resulting from:

- (a) negligent performance of your insured services;
- (b) any fraudulent act of an employee other than a controller, committed in the performance of the insured services, excluding the loss of cash (see [Rule 13.23](#)), provided that it was intended by the fraud to benefit the employee and/or anyone else but you;
- (c)
  - (i) Defamation, excluding liability when you have agreed in advance to provide an interview or material for publication by any third party media.
  - (ii) breach of confidentiality, infringement of copyright, patent or registered design;
  - (d) loss of or damage to documents or electronic data sustained while in your custody or in the custody of any other person for who you are responsible but excluding claims arising from cyber attack (see [Rule 13.36](#))
- (e) breach of warranty of authority;
- (f) any contract which you entered into on another person's behalf showing an intention to act as agent only;
- (g) responsibility for the liabilities of your principal under any statute, law or regulation, excluding liability for commercial debts;
- (h) claims by an authority in respect of:
  - (i) storage costs, removal, disposal or marking of any cargo, equipment or conveyance which has been abandoned or involved in an accident;
  - (ii) costs of quarantine disinfection of any cargo, equipment or conveyance or any land, building or structure;
  - (iii) costs of repairing damage done by a conveyance to third party property;
  - (iv) payment under indemnities given in the normal course of business (see [Rule 1.3](#));
  - (v) fines, penalties or customs duty imposed on you or your employee or any person acting on your behalf in respect of:
    - (1) non-delivery, short-delivery or over-delivery of cargo or
    - (2) smuggling, other than by a controller or;
    - (3) breach of laws or regulations relating to:
      - (aa) immigration;
      - (bb) pollution by oil or other hazardous or noxious or polluting substances (see [Rule 13.15](#)), or;
      - (cc) export or import of any cargo, equipment or conveyance.

#### 2.2

#### Damages

The damages insured under this [Rule 2](#) include your legal liability for:

- (i) financial losses of a third party;
- (ii) death or personal injury to any third party, including consequential losses arising therefrom;
- (iii) loss of or damage to third party property including consequential losses arising therefrom.

## PART 2

## Professional indemnity insurance

### Rule 2.3

#### 2.3.1

#### Insured costs

Costs insured

In respect of a liability insured under this [Rule 2](#), if damages claimed from [you](#) exceed, or are likely to exceed, the applicable deductible, [you](#) are insured for the following associated costs:

- (a) legal, surveying or expert fees and expenses;
- (b) avoiding or minimising [your](#) liability;
- (c) replacing or restoring lost or damaged documents or electronic data;
- (d) disposing of cargo;
- (e) complying with an order by an [authority](#).

#### 2.3.2

Approval of costs

[You](#) are insured for costs:

- (i) insofar as these have been approved by [the managers](#); or
- (ii) [the Directors](#) decide that they were properly incurred.

#### 2.3.3

Costs part of claim

The costs insured under this Rule are included in the amount of the claim payable for the purposes of the applicable deductible and/or limit of liability.

### Rule 3

#### Exclusions and qualifications applicable to Rule 2

[Your](#) attention is drawn to the general conditions and exclusions in [Rule 13](#).

#### 3.1

#### Claims made

[You](#) are only insured if the risk arises directly from:

- (a) a claim first made or intimated to [you](#) and notified to [the managers](#) during the [period of insurance](#); or
- (b) a claim made against or intimated to [you](#) after the [period of insurance](#), arising out of circumstances notified to [the managers](#) during the [period of insurance](#) as circumstances which are likely to give rise to such a claim.

#### 3.2

#### Negligence and liability under statute

[You](#) are insured under [Rule 2.1\(a\)](#) to the extent that [you](#) have been negligent notwithstanding any statute, law or regulation imposing strict liability.

#### 3.3

#### Customs bonds and guarantees

[You](#) are not insured for any risk arising from [your](#) customs bond or guarantee being made available to a third party, unless directly related to [your insured services](#).

#### 3.4

#### Operational loss

Insurance under [Rule 2](#) is for third party liabilities only. [You](#) are not insured for [your](#) own losses.

#### 3.5

#### Worldwide cover

Unless stated in [your Certificate of Entry](#), insurance under [Rule 2](#) is for liabilities incurred worldwide.

[Your Certificate of Entry](#) sets out the services and Rules for which [you](#) have insurance under this Part 3.

[Your](#) attention is drawn to the qualifications and exclusions in [Rule 8](#) and the general conditions and exclusions in [Rule 13](#).

[Your](#) obligations in respect of reporting claims are set out under [Rule 14](#).

[Your](#) insurance includes the associated costs resulting from [your](#) liability as referred to under [Rule 8](#).



## PART 3

## Cargo and related liabilities

### Rule 4

#### Liability insurance – physical loss of or damage to cargo

#### 4.1

Insurance under this Rule 4 is for your liability and associated costs resulting from physical loss of or damage to cargo, including consequential losses arising therefrom.

#### 4.2

##### Law and customer contracts

You are only insured under Rule 4 if your liability arises by virtue of any of the following:

- (a) any international transport convention or national transport law which imposes on you a compulsorily applicable regime of liability in respect of the carriage in question; or
- (b) any contract approved by the managers as set out in your Certificate of Entry; or
- (c) if you seek to rely on a defence or limitation of liability provided for in any convention, law or contract referred to in this Rule, but a competent court or tribunal decides that you are not entitled to do so, you will be insured against the resulting liability, subject always to the terms and conditions of your insurance.

#### 4.3

##### Incorrect completion of bills of lading

To the extent that your liability is incurred or increased by an incorrect statement in, or omission from, your bill of lading or other contract of carriage or handling documentation, you are not insured under Rule 4.

### Rule 5

#### Errors and omissions insurance for transport operators

#### 5.1

Insurance under this Rule 5 is for your liability and associated costs resulting from:

- (a) financial loss incurred by your customer arising from failure to perform your contractual obligations;
- (b) any delay in performing your contractual obligations;
- (c) financial loss arising from delivery of cargo contrary to your contractual obligations which is incurred by your customer or the person entitled under a bill of lading or other contract of carriage or handling documentation;
- (d) failure to perform your contractual obligations – except for that financial loss arising from physical loss of or damage to cargo or property;
- (e) physical loss of or damage to cargo to the extent that it is incurred or increased by an incorrect statement in, or omission from, your bill of lading or other contract of carriage or handling documentation.

#### 5.2

##### Special limit of liability applicable to claims under Rule 5

Unless otherwise specifically provided for in these Rules a special limit of liability for claims under Rule 5 will apply as stated in your Certificate of Entry. If, for any reason, it is not so stated, the total limit of liability under Rule 5 each account year will be US\$ 50,000.

## PART 3

## Cargo and related liabilities

### Rule 6

#### Third party liabilities

- 6.1** Insurance under this [Rule 6](#) is for [your](#) liability, including consequential losses and associated costs resulting from:
- (a) physical loss / damage of [third party property](#);
  - (b) death, injury or illness of any third party;
  - (c) to indemnify a third party for its liability for:
    - (i) physical loss / damage of a [third party property](#);
    - (ii) death, injury or illness of any third party.

### Rule 7

#### Liabilities for fines, penalties and duty

- 7.1** Insurance under this [Rule 7](#) is for [your](#) liability and associated costs arising from [your](#) breach of any of the following regulations made by an [authority](#) relating to:
- (a) import or export of any cargo;
  - (b) import or export of any [conveyance](#) or equipment;
  - (c) immigration;
  - (d) safety of working conditions;
  - (e) [pollution](#), but only where it arises from physical loss of or damage to cargo or equipment; resulting in:
    - (i) [your](#) liability for fines or other penalties imposed by an [authority](#) on [you](#) or any person acting on [your](#) behalf;
    - (ii) [your](#) liability for customs duty, sales or excise tax or similar fiscal charges which are imposed by an [authority](#) on [you](#) or any person acting on [your](#) behalf; and which would not have been payable but for the breach of any the regulations set out above;
    - (iii) [your](#) liability arising from confiscation by an [authority](#) of any property belonging to a third party;
    - (iv) [your](#) liability for financial losses incurred by a third party for the liabilities specified in (i)–(iii) above.

### Rule 8

#### Costs Insured

- 8.1** **Costs**
- In respect of liability insured under [Rule 4](#), [5](#), [6](#) and [7](#) if damages claimed from [you](#) exceed or are likely to exceed the applicable deductible, [you](#) are insured for the following associated costs:
- (a) legal, surveying or expert fees and expenses;
  - (b) avoiding or minimising such liability;
  - (c) disposing of cargo following an accident to it;
  - (d) quarantine, fumigation or disinfection arising other than in the normal course of business;
  - (e) sending to the correct destination cargo that has been misdirected subject to such costs exceeding US\$ 1,000 (or equivalent in other currencies) calculated as in [Rule 8.4](#) below;
  - (f) meeting cargo's contribution in general average or salvage for which [you](#) are liable and which [you](#) are unable to recover from [your](#) customer;
  - (g) additional costs incurred solely by the total failure of any party to collect or remove cargo at the place of delivery; less
    - (i) costs which [you](#) would have incurred in any event;
    - (ii) proceeds from the sale of cargo;
    - (iii) sums which [you](#) can recover from anyone else;
  - (h) costs, additional to costs which [you](#) would have incurred in any event, incurred to complete [your](#) contractual obligation to transport the cargo to the place of delivery and arising solely from the failure of [your](#) subcontractor (or a person acting on its behalf) to pay (or pay promptly) its debts.

## PART 3

### Cargo and related liabilities

- (i) The limit of liability for costs in relation to Rules 8.1 (g) and (h) will be restricted to US\$ 25,000 each occurrence and in the aggregate each account year.
- (j) The costs insured under this Rule are included in the amount of the claim payable for the purposes of the applicable deductible and/or limit of liability.

#### 8.2 Approval of costs

You are not insured for costs unless:

- (i) these have been approved by the managers; or
- (ii) the Directors decide that they were properly incurred.

#### 8.3 Disposal costs

8.3.1 You are not insured for the costs of disposing of damaged or worthless cargo unless such costs were incurred during the period of insurance and there is no reasonable prospect of recovery, or further recovery, from any other person.

8.3.2 The amount recoverable for costs of disposing of damaged or worthless cargo is limited to the costs of disposal less any costs saved as a result of such disposal.

#### 8.4 Calculation of misdirection costs

(a) The costs incurred by you in sending cargo, that has been misdirected, to the correct destination, are to be calculated as follows:

- (i) the costs of transporting the cargo from the place at which you originally received it ("place of receipt") to the place which it was misdirected ("incorrect destination"), plus
- (ii) the costs of transporting the cargo from the incorrect destination to its correct place of delivery, less
- (iii) the freight and other charges due to you for the transport of that cargo.

(b) The cargo will not be transported by air from the incorrect destination to the correct place of delivery unless:

- (i) the transport from the place of receipt to the correct place of delivery was agreed to be by air, or
- (ii) the managers so agree.

#### 8.5 General average and salvage guarantees

(a) In addition to the insurance under Rule 8.1 (f) the Club will assist you to obtain the release of the cargo from any person who is entitled to lien it for general average or salvage contributions.

(b) The Club will usually give such assistance either by arranging with the cargo underwriters that they give, or by itself giving, a guarantee to the person entitled to such lien.

(c) Where the Club gives a guarantee, you must obtain a completed valuation form for the cargo and, prior to delivery of the cargo, obtain from the consignee or his cargo underwriters counter-security that is acceptable to the Club.

### Rule 9 Exclusions and qualifications applicable to Part 3

#### 9.1 Claims made or claims occurring

Your Certificate of Entry will specify the basis of your cover under Rules 4, 5, 6 and 7. If not so specified you are only insured if the risk arises directly from:

- (a) a claim first made or intimated to you and notified to the managers during the period of insurance; or
- (b) a claim made against or intimated to you after the period of insurance, arising out of circumstances notified to the managers during the period of insurance as circumstances which might give rise to such a claim.

## PART 3

### Cargo and related liabilities

#### 9.2 Declared value and incorrect documentation

You are not insured to the extent that your liability is incurred or increased by:

- (a) a declaration of value; or
- (b) package/unit enumeration in your subcontractor's bill of lading, other contract of carriage or handling documentation which fails to correspond with the enumeration in your equivalent document.

#### 9.3 Valuable cargoes

9.3.1 Unless specifically included in your certificate, you are not insured for liabilities in respect of cargoes of bullion, precious stones, precious jewellery, precious metal, or cash/securities.

9.3.2 Unless otherwise stated in your Certificate of Entry, a special limit of US\$ 100,000 each occurrence applies to claims in respect of:

- processed tobacco/tobacco products
- bottled spirits or wines
- precious stones/precious jewellery/precious metal/valuable works of art
- thoroughbred horses
- computers/electronic devices and components of these

Any combination of the above cargoes consolidated in the same carrying equipment or stored in one warehouse or depot will be subject to one special limit of liability.

#### 9.4 Personal effects

You are only insured for your liability in respect of personal effects if:

- (a) you could not, with the exercise of reasonable care, have known the consignment consisted of personal effects; or
- (b) your customer is a transport operator; or
- (c) you specifically recommend in writing the purchase of cargo insurance.

#### 9.5 Delay and operational loss

You are not insured

- (a) to the extent that your liability for delay is increased by special instructions by your customer; or
- (b) for your own operational loss.

## PART 3

### Cargo and related liabilities

#### 9.6 Subcontracting in certain territories

You are only insured for your liabilities in respect of cargo destined for: Afghanistan, Iran, Iraq, Lebanon, Syria, Yemen (entire territory), all countries in Africa and all countries in the Commonwealth of Independent States (CIS) if:

- (a) you subcontract the carriage under a single contract which covers at least the same period of responsibility as your contract – for example a “back- to-back” bill of lading;
- (b) your subcontractor is not your agent.

#### 9.7 Chassis and trailers in USA and Canada

You are not insured for any liability arising out of an occurrence in the USA or Canada involving a chassis or trailer.

#### 9.8 Equipment

You are not insured for any liability in respect of:

- (a) your carrying or handling equipment leased to someone else, other than your joint service partner for use in the joint service; or
- (b) your carrying or handling equipment used with your consent by someone else; or
- (c) loss or damage to your carrying or handling equipment.

#### 9.9 Limit of liability

In the event that it is held in any court or tribunal that under the applicable law anyone, other than you using or legally responsible for the use of any carrying or handling equipment, is covered under this insurance.

The general limit of liability in respect of such claim or claims will not exceed the lesser of the minimum insurance requirements under the applicable law for injury to or death of a person or damage to property or the limit applicable under the policy.

#### 9.10 Air carriage of restricted articles

You are not insured for any liability arising out of the carriage by air of “Dangerous Goods” as defined in the IATA regulations.

#### 9.11 Customs bond and claims from authorities

9.11.1 You are not insured for any liability or confiscation resulting from making your customs bond or guarantee available to another operator unless this arises in relation to:

- (a) customs clearance of cargo which you perform as part of your insured services; or
- (b) your provision of insured services to the operator.

9.11.2 You are not insured for liabilities to authorities which you incur as an indirect declarant or fiscal representative.

## PART 4

### Ancillary insurances

#### Rule 10

#### Additional legal expenses insurance and debt collection

##### 10.1

You Certificate of Entry sets out if, and for what services you are insured under this Rule.

You are insured for costs incurred during the period of insurance in collecting any debt, and pursuing or defending any claim relating to the insured services, providing the managers are notified within 12 months of the debt or claim arising.

##### 10.2

Your insurance under Rule 10.1 is subject to the provisions of Rule 13 and the following exclusions and qualifications.

Your obligations in respect of reporting claims are set out in Rule 14.

##### 10.3

#### Minimum sum in dispute

You are only insured if the sum in dispute exceeds the minimum specified in your Certificate of Entry. If, for any reason it is not so stated, the minimum sum in dispute will be US\$ 5,000.

##### 10.4

#### Approval of costs

You are not insured for costs unless the managers have agreed that they be incurred.

##### 10.5

#### Disputes excluded

You are not insured in respect of the following:

##### 10.5.1

costs incurred in relation to any dispute between you and:

- (a) a customer in relation to the collection of freight and other charges owed to you or your principal;
- (b) any tax or licensing authority;
- (c) your legal or financial advisers;
- (d) any of your directors or employees; or directors and employees of your sub-agents or subcontractors;
- (e) any trade organisation to which you belong;
- (f) the Club or managers or any of their employees or agents;
- (g) any joint venture partner;
- (h) any other provider of goods and services not directly related to your performance of the insured services.

##### 10.5.2

costs incurred in relation to any actual or alleged violation of any penal statute or regulation.

##### 10.5.3

costs incurred in relation to any dispute with your customer or principal as to the reconciliation of accounts on termination of your services or your customer or principal becoming insolvent.

##### 10.5.4

costs incurred in relation to any claim by you or against you for defamation.

##### 10.6

#### Property

You are only insured for costs incurred in relation to any claim for loss of, damage to, or loss in connection with property owned by you or in your possession if you satisfy the Directors that you have taken reasonable steps to protect your interest in such property by insurance and that such costs are not recoverable under such insurance.

## PART 4

### Ancillary insurances

#### 10.7 **Costs of recovering monies advanced or remuneration for services rendered**

You are only insured for costs incurred in relation to claims for monies advanced by you, remuneration for services rendered by you, or financial loss arising out of the rendering of such services if you satisfy the Directors that:

- (a) you took reasonable steps to establish that the financial standing and business reputation of your customer were satisfactory before you agreed to render any services; and
- (b) the extent of any credit given by you to your customer was reasonable; and
- (c) any obligation incurred by you on behalf of such person was prudent and reasonable; and
- (d) you took reasonable steps where appropriate, to obtain payment in advance or satisfactory security; and
- (e) you did not render services beyond the scope usually provided by a person acting in the same capacity as you.

#### 10.8 **Contractual claims**

You are only insured for costs incurred in relation to any claim in contract, other than a claim referred to in [Rule 10.7](#), if you satisfy [the Directors](#) that it was prudent and reasonable to enter into such a contract.

#### 10.9 **Weak claims and defences**

If, in the opinion of [the managers](#), the claim being pursued by you is likely to fail or the claim being defended by you is likely to succeed, or the claim cannot be pursued or defended without the expenditure of costs that are disproportionate to the amount of such claim or the prospects of success, or any such claim is capable of being and ought to be settled, [the Club](#) may by notice to you terminate your insurance under [Rule 10](#) in respect of that claim, provided always that your rights in respect of costs incurred before such termination will not be prejudiced.

#### 10.10 **Average**

In the event that any dispute or debt to be collected includes elements which were not incurred in the normal course of performing the [insured services](#) or which are specifically excluded under this Rule, [the managers](#) may, at their sole discretion, agree to assist with the uninsured portion of the claim, subject to the costs being apportioned accordingly between you and [the Club](#).

#### 10.11 **Approval of settlements**

You shall not settle or compromise any claim or proceedings without the prior approval of [the managers](#), or without complying with [the managers](#)' requirements regarding the recovery of any costs or expenses insured by [the Club](#). In the event you settle or compromise without such approval or without complying with any such requirement, [the Club](#) may by notice to you terminate your insurance under [Rule 10](#) in respect of that claim and you shall become liable to repay to [the Club](#) all of the costs and expenses paid or reimbursed by [the Club](#) or such proportion of those costs and expenses as [the Directors](#) in their discretion shall determine.

10.12 You are not insured under this Rule for costs in relation to a claim that is covered under any other Rule or would be but for the application of a limit of liability, deductible, exclusion or other provision of your cover.

#### Rule 11 **Discretionary insurance**

[The Directors](#), may, at their discretion, additionally provide insurance against all or part of any liability you incur which is not otherwise insured under these Rules, but which, having regard to the overall purpose of the insurance, [The Directors](#) decide it is appropriate to cover.

#### Rule 12 **Other Insurances**

[The managers](#) may agree, by way of an endorsement to your [Certificate of Entry](#), to insure you in respect of other risks in relation to the services provided by you.

## Rule 13

## General conditions and exclusions

## 13.1

**Application**

The provisions of this [Rule 13](#) will apply to all insurances provided by [the Club](#).

## 13.2

**Dishonest, intentional or reckless conduct**

[You](#) are not insured for any risk arising directly or indirectly from any act or omission by [you](#) or any person [you](#) are responsible for which is:

- (a) dishonest, except as provided for in [Rule 2.1\(b\)](#); or
- (b) reckless; or
- (c) with the intention to cause harm.

## 13.3

**Damage by vehicles**

[You](#) are not insured for any loss or damage directly or indirectly caused by the operation of any [ship](#), [aircraft](#), train, road or other vehicles, which is owned [chartered](#) or leased by [you](#) or for [your](#) use.

## 13.4

**Employers' liability**

[You](#) are not insured for any risk arising directly or indirectly from:

- (a) the breach of any obligation owed by [you](#) as an employer;
- (b) the death, bodily injury or illness of any person employed, deemed to be employed or seconded to [you](#) or any sub-agent or subcontractor.

## 13.5

**Products liability and defective workmanship**

## 13.5.1

[You](#) are not insured for any risk arising directly or indirectly from defects in goods or products sold, supplied or distributed by [you](#) or on [your](#) behalf unless the defects directly arise from [your insured services](#).

## 13.5.2

[You](#) are not insured for any risk arising from the manufacture, construction, alteration, repair, servicing, installation, maintenance or treating of any goods by [you](#) or on [your](#) behalf even though these activities might be performed in conjunction with the services specified in [your](#) certificate of entry as being [insured services](#).

## 13.6

**Design liability**

[You](#) are not insured if, at the point in time the insured service was carried out, the liability arose from [research and development](#) technologies and or insufficiently tested new procedures or materials, unless specifically stated in [your Certificate of Entry](#).

## 13.7

**Senior and joint members**

[You](#) are not insured for any risk arising directly or indirectly from any claim by the [senior member](#) against any other [joint member](#) or by a [joint member](#) against the senior or another [joint member](#).

## 13.8

**Associated, parent or subsidiary companies**

[You](#) are not insured for any claim made against [you](#) by any associated, parent or subsidiary company or by any person or entity having a financial or executive interest in [your](#) operation.

## 13.9

**Double insurance**

If [you](#) are insured by [the Club](#) and another insurer for the same risk, [your](#) insurance with [the Club](#) will exclude any claim if, and to the extent that, it is, or would be, recoverable from such other insurer.

## 13.10

**Insured and uninsured services**

If [you](#) have a liability arising from multiple activities, of which only some are [insured services](#), [you](#) are only insured for that part of the liability that exclusively arises from those [insured services](#).



**General conditions and exclusions****13.11 Extension of credit**

You are not insured for any risk arising directly or indirectly from the extending of credit except as provided for in [Rules 8.1\(a\)](#) and [10](#).

**13.12 Failure to pay or collect debts**

You are not insured for any risk arising directly or indirectly from your, your sub-agent's or your subcontractor's inability, or failure promptly, or at all, to pay or collect money for your own account except as provided for in [Rule 10](#).

**13.13 Insolvency**

You are not insured for any risk if, and to the extent that, it arises or results from your, your sub-agent's or your subcontractor's insolvency, trading whilst insolvent, or any other financial default.

**13.14 Radioactive and nuclear risks**

You are not insured for any loss, damage, liability or expense directly or indirectly caused by, or contributed to by, or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear components thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) any chemical, biological or electromagnetic weapon.

**13.15 Pollution**

You are not insured for any risk arising from pollution:

- (a) in respect of which a claim is made against you more than twelve months after the date of the occurrence which caused the pollution; or
- (b) which is not sudden, unintended and unexpected; or
- (c) if you are not aware of the pollution within seven days after it has occurred, or first occurred, unless the pollution arises from cargo not in your possession;
- (d) from actual, alleged or deliberate discharges contrary to MARPOL or similar convention, regulation or law.

**13.16 Waste**

You are not insured for any risk arising out of the operations of

- (a) a land fill;
- (b) a dump site;
- (c) any other disposal of waste facility.

**13.17 Dangerous cargoes**

You will use your best endeavours to ensure compliance with all relevant regulations relating to the carriage, handling and storage of dangerous cargoes.

**General conditions and exclusions****13.18****Dredging operations**

You are not insured for any risk arising out of:

- (a) dredging operations, whilst such operations are being performed;
- (b) the dumping of spoil.

**13.19****Illegal trading**

You are not insured for any risk arising from the handling, storage or carriage of cargo in an illegal trade, except as provided for in [Rule 2.1 \(h\) \(v\) \(2\)](#).

**13.20****Punitive or exemplary damages and liquidated damages or contractual penalties**

You are not insured for:

- (a) punitive, exemplary or multiple damages;
- (b) any contractual penalty
- (c) liquidated damages which exceed the liability you would otherwise have.

**13.21****Indemnities and obligations**

You are insured for the type and amount of damages normally payable for the liability in question.

You are not insured for the amount of any increase in the damages payable due to:

- (a) any indemnity given by you;
- (b) any agreement not to rely on any defence or limitation of liability;
- (c) any contractual obligation to perform to a higher standard than the duty of care imposed by law.

Unless the Directors determine that such indemnity, agreement or obligation is on terms and conditions usually applicable for the performance of your insured services (see [Rule 1.3](#)) in which case such additional damages are insured.

**13.22****Fines and penalties**

Except as provided for in [Rules 2 \(h\) \(v\)](#) and [7](#), you are not insured for any risk which arises, either directly or indirectly, from the imposition upon your principal, you, your employee or any person acting on your behalf by any authority, of any fines, penalties, customs duties, sales or excise tax or similar fiscal charges in respect of any breach or contravention of any laws, rules or regulations.

**13.23****Cash**

You are not insured for any risk you incur in respect of the loss of cash (see Definition under [Rule 34](#)).

**13.24****War and civil war, etc.**

You are not insured for any risk directly or indirectly caused or contributed to by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, acts of terrorism or sabotage, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any authority.

**13.25****Strikes**

You are not insured for any risk arising from strikes, riots, civil commotions, lockouts, stoppages and/or restraints of labour of whatsoever nature or kind, whether partial or general and whether or not involving your employees.

**13.26****Rights of recourse**

It is a condition of this insurance that, unless the managers otherwise agree in writing, you will preserve all rights of recourse.

**General conditions and exclusions****13.27 Distribution of Third Party Recoveries**

It is a condition of this insurance that amounts recovered from third parties in respect of a claim will be credited to [the Club](#) to the full extent of its liability in respect of such claim (including the costs of making the recovery); any balance will be credited to [you](#) to the extent of any amount borne by [you](#) in respect of such claim; any excess will be distributed equitably between [the Club](#) and [you](#), taking into account amounts paid/incurred and the relevant dates.

**13.28 Paperless trading**

[You](#) are not insured for risks arising from [your](#) participation in any system of paperless trading documentation except those approved by the International Group of P& I Clubs or approved by [the managers](#) and entered in [your Certificate of Entry](#).

**13.29 Occupiers liability**

[You](#) are not insured for any risk arising directly or indirectly from the occupation, condition or maintenance of any land, building or structure for which [you](#) are responsible, including any stand or [conveyance](#) at a trade show or other event.

**13.30 Loss of or damage to property**

[You](#) are not insured in respect of any risk arising from the loss of or damage to any property which is:

- (a) owned, leased, operated or used by [you](#) or on [your](#) behalf;
- (b) in [your](#) care, custody or control other than expressly provided for under [Rule 2](#).

**13.31 Supervision and control**

Unless [the Directors](#) otherwise decide, [your](#) insurance is subject to [your](#) satisfying [the Directors](#) that the liability did not arise from a failure by [you](#) to take reasonable steps to establish proper systems and controls or to exercise proper supervision.

**13.32 Sanctions**

- (a) In respect of any claim(s) [you](#) are not insured to the extent that the provision of such cover would expose or risk exposing [the Club](#) (or any fronting insurer or reinsurer) to violating or becoming subject to any sanction, prohibition, restriction or adverse action in any form whatsoever by any state, competent authority or government.
- (b) Notwithstanding anything in the Rules to the contrary, [the Club](#) may, where continuing to provide insurance to [you](#) could in anyway whatsoever expose or risk exposing [the Club](#) (or any fronting insurer or reinsurer) to violating or becoming subject to any sanction, prohibition, restriction or adverse action in any form whatsoever by any state, competent authority or government, decide to:
  - (i) suspend [your](#) cover until further notice pending investigation by [the Club](#); and/or
  - (ii) at any time [the Club](#) determines it is exposed to such risk, terminate [your](#) cover with immediate effect by written notice.

**13.33 Asbestos**

[You](#) are not insured for any risk directly or indirectly caused or contributed to by the actual, alleged or threatened presence of or exposure to asbestos in any form whatsoever.

**13.34 Unexplained losses**

[You](#) are not insured for liabilities arising from unexplained losses discovered on inventory/stocktaking.

**General conditions and exclusions****13.35****Coronavirus and other pandemics**

You are not insured for:

- (1) Any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
  - (a) Coronavirus disease (COVID-19) and/or any mutation or variation thereof; or
  - (b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) and/or any mutation or variation thereof; or
  - (c) H1N1, H5N1 and/or any other strain of the influenza virus and/or any mutation or variation thereof; or
  - (d) Any other infectious illness or disease that the World Health Organisation (WHO) declares a public health emergency and/or pandemic.
- (2) Any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b), (c) or (d) above;
- (3) Any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of 1. (a), (b), (c) or (d) above or the fear or the threat thereof.

You are insured under [Rule 2.1\(a\)](#) solely for the financial losses of a third party under [Rule 2.2 \(i\)](#) caused by the negligent performance of your insured services in relation to the breach of laws and regulations aimed at preventing or controlling 1) (a), (b), (c) or d) but not from the actual or alleged transmission thereof.

**13.36****Cyber attack**

## 13.36.1

You are not insured for any loss, damage, liability, cost, or expense directly or indirectly arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

## 13.36.2

Your insurance shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

## PART 6

## Claims

### Rule 14

#### Obligations in respect of claims

##### 14.1

##### Notification of claims

- You shall give the Club notice in writing promptly of:
- (a) any claim made against you during the period of insurance;
  - (i) any notice of any intention to make a claim or complaint against you which may lead to such a claim;
  - (ii) You shall give the Club notice in writing immediately on becoming aware of any circumstances which are likely to give rise to a claim under your insurance.

##### 14.2

##### Late notification

If you fail to notify the claim in accordance with Rule 14, the Directors may in their discretion:

- (a) accept the claim; or
- (b) reject the claim or reduce the sum which might otherwise be recovered by you from the Club; or
- (c) accept the claim, but subject to terms and conditions which would have applied had the claim been notified to the Club in accordance with Rule 14.1.

##### 14.3

##### Mitigation of loss

When circumstances arise which give rise or are likely to give rise to a claim, you shall take all reasonable measures to avoid or minimise any liability, loss, costs, damages or expenses in respect of the claim.

##### 14.4

##### Information and cooperation

You will cooperate at your own expense in the handling of the claim. You must promptly give the managers any information, accounts, or documents relevant to any claim and assist in the availability of any property for survey or inspection of or of any witnesses for interview. Information, accounts or documents must be provided to the managers in good order, properly explained and in a form appropriate for the efficient conduct of such a claim.

##### 14.5

##### Members not to admit liability

You shall not admit liability, pay or settle any claim without the prior written consent of the managers and you shall undertake that none of your employees or former employees admits any such liability.

##### 14.6

##### Salvage and residual value

The amount of any claim will be reduced by:

- (a) the proceeds of any salvage that you receive or to which you are entitled;
- (b) your interest in the residual value (if any) of the subject matter of the claim.

##### 14.7

##### Fraudulent claims

If you make any claim against the Club knowing the same to be false or fraudulent the insurance will be void as at the date of the fraudulent act. The Club' rights against you and your obligations to the Club remain unchanged.

##### 14.8

##### Conduct of claims

##### 14.8.1

Managers' power to conduct proceedings

The managers have the right, to control or direct the conduct of any claim, in respect of which you are or may be insured and to require you to settle, compromise or otherwise dispose of such claim in such manner and upon such terms as the managers see fit.

##### 14.8.2

Appointment of experts

The managers may at any time appoint on your behalf, on such terms as the managers think fit, experts, lawyers, surveyors or other persons with a view to advising upon investigating or dealing with any matter which may result in liability, in respect of which you are or may be insured, including taking or defending legal or other proceedings in connection therewith. The managers may also at any time discontinue such appointment if they think fit.

## PART 6

### Claims

- 14.8.2.1 All experts, lawyers, surveyors or other persons appointed by [the managers](#) on [your](#) behalf, or appointed by [you](#) with the prior consent of [the managers](#), shall at all times be and be deemed to be appointed on the terms:
- (a) that they are authorised to report and give advice to and to take instructions from [the managers](#)
  - (b) that any advice given by them is that of an independent contractor appointed by [you](#) and shall in no way bind [the Club](#).

#### 14.9 Payment of claims

- 14.9.1 No claim shall be paid without the approval of [the Directors](#) or [the managers](#).
- 14.9.2 [The Directors](#) have the power in their discretion to reject a claim or reduce the sum payable by [the Club](#) in respect thereof, if:
- (a) in the opinion of [the Directors](#) [you](#) have not taken such steps before, at the time of, or after [you](#) had knowledge of the circumstances likely to give rise to the claim, to protect [your](#) interests as [you](#) should have done or would have as a prudent uninsured;
  - (b) [you](#) have settled a claim against [you](#) or have admitted any liability without the prior consent [in writing](#) of [the managers](#);
  - (c) [you](#) have failed to comply with a recommendation or direction in respect of the handling of the claim made by [the Directors](#) or [the managers](#).
- 14.9.3 Interest  
[You](#) are not entitled to be paid interest on [your](#) claim against [the Club](#).
- 14.9.4 Currency  
If claims are paid in currencies other than the currency in which [your Certificate of Entry](#) is underwritten, the exchange rates for determining the applicable limits of liabilities and/or applicable deductibles will be applied as at the date of payment.

## PART 7

## Entry, joint membership and period of insurance

### Rule 15

#### Entry and Joint membership

#### 15.1

##### Applications

If you wish to apply for insurance, you have to provide information as may be required by the managers and all other information necessary to make a fair presentation of the risk.

For the material information to be within the member's or joint member's knowledge the provisions of the Insurance Act 2015 apply.

#### 15.2

##### Certificate of Entry

Upon acceptance of your application for the insurance, you become a member of the Club and the managers will issue you with a Certificate of Entry recording the agreed terms.

#### 15.3

##### Joint members – disclosure

Failure by the senior member or any other joint member to disclose material information within his knowledge shall be deemed to be failure of the senior member and all the joint members.

#### 15.4

##### Variation of cover

If at any time the managers agree to vary the terms and conditions upon which you are insured, the managers, as soon as reasonably practicable thereafter, shall issue an endorsement to the Certificate of Entry stating the nature of such variation and the date from which such variation is to be effective.

#### 15.5

##### Becoming a member

Membership can be as a single member where that member is entered as a senior member or jointly, naming the senior member together with the joint member(s).

#### 15.6

##### Liability for premium

Where two or more firms or individuals are the subject of the joint entry the senior member and each joint member shall be jointly and severally liable to pay all premium and other sums due to the Club in respect of such entry.

Payment by the Club to the senior member or any other joint members shall be deemed to be the receipt by the senior member and all joint members jointly and shall fully discharge the obligations of the Club in respect of such payment.

#### 15.7

##### Joint members – conduct

Conduct of the senior member or any other joint member which would have entitled the Club to decline to indemnify him shall be deemed to be the conduct of the senior member and all the joint members.

#### 15.8

##### Joint members – termination of membership

Where two or more firms are the subject of a joint entry, termination of the insurance of the senior member or of any other joint member will automatically terminate the insurance of the senior member and all of the joint members, unless otherwise agreed by the managers.

#### 15.9

##### Communications

All communication from the Club will be sent to the senior member and shall be deemed to be made to and within the knowledge of all the other joint members.

All communication between the senior member and the Club or the managers shall be deemed to have been made or given with the full approval and authority of all the joint members.

## PART 7

### Entry, joint membership and period of insurance

#### Rule 16

#### Period of insurance and notice of termination

##### 16.1

##### Period of insurance

Your period of insurance is as stated in your Certificate of Entry or subsequent endorsements. The Club's underwriting is based on annual Club policy years.

##### 16.2

Where the managers agree that your period of insurance commences part way through a Club policy year and continuing into the next Club policy year, you are insured subject to the Rules applicable during the first such Club policy year.

##### 16.3

##### Renewal

##### 16.3.1

Prior to the expiry of your period of insurance the managers may request information concerning your business or offer renewal terms on the basis that there have been no material changes since the commencement of the last period of insurance.

##### 16.3.2

After receiving such information or confirmation that there have been no material changes the managers may offer terms to renew your insurance.

##### 16.3.3

If the offer is on the basis that there have been no material changes your agreement to such terms is expressly on that basis.

##### 16.3.4

The managers are under no obligation to provide reasons for their renewal terms offered.

##### 16.3.5

If no agreement on the renewal of your insurance has been reached prior to the expiry of your period of insurance, your insurance will cease with effect from the expiry of that period of insurance.

##### 16.3.6

However, the managers may agree in writing to continue to hold you covered on expiring terms as stated in your Certificate of Entry for such period and subject to the payment of any amounts, which the managers may in their discretion require.

##### 16.3.7

Once renewal terms have been agreed the managers will issue you with a new Certificate of Entry reflecting the agreed terms which will replace the terms on which you were held covered.

##### 16.4

##### Non-renewal

The Directors may decide in their discretion not to offer renewal terms. The managers will endeavour to give you written notice of 21 days of their intention not to renew your insurance. The Directors are under no obligation to give any reasons for the decision not to renew your insurance.

##### 16.5

This Rule 16 is without prejudice to the provisions of Rules 17, 18 and 19.



## Entry, joint membership and period of insurance

### Rule 17

#### Disclosure obligations

#### 17.1

##### Disclosure of material information

You are under a duty to ensure that any information given to the Club leading to the issue of any Certificate of Entry is in all material respects complete and accurate and represents a fair presentation of the risk.

#### 17.2

##### Continuing obligations

During your period of insurance, you have a continuing duty to report any material circumstances or material changes in the risk. This includes but is not limited to:

- (a) any material change in, or addition to, the information given to the Club pursuant to Rule 17.1;
- (b) any merger, amalgamation or division affecting the insured firm or firms or the insured services;
- (c) the opening or closing of any office premises of the insured firm or firms from which the insured services have been or will be carried on;
- (d) the occurrence of any of the matters listed in Rule 18.1;
- (e) any information which could influence the Club's assessment of the risk.

#### 17.3

##### Effect of non-disclosure of material information

In the event of a breach of your disclosure obligations, without prejudice to the provisions of Rules 18 and 19, the Directors may:

Terminate your insurance and treat it as void and unenforceable from the commencement of the period of insurance. This would include (but is not limited to) circumstances where the failure to disclose was deliberate, reckless or otherwise so serious as to make such termination appropriate. In such incidences the Club has the right to reject all claims.

Give notice to you terminating the insurance with effect from the specified date. This would include (but is not limited to) circumstances where the breach was of the continuing obligations under Rule 17.2.

Reject or reduce the amount payable in respect of any individual claim. This would include (but is not limited to) circumstances where the breach was relevant to that specific claim, but not other claims.

Impose other conditions on the continuation of your insurance. This would include (but not be limited to) circumstances where the breach would have had a material effect on the terms on which the risk was underwritten or the premium charged.

In the event of any of the above, the Club is under no obligation to return any premium.

The Directors are under no obligation to provide any reasons for their decisions.

## Cesser or suspension of insurance

### Rule 18

#### Cesser or suspension of insurance and membership of the Club

##### 18.1

##### Automatic cesser of insurance

The following events will result in the automatic cesser of [your](#) insurance and membership of [the Club](#):

- (a) the commencement of proceedings under any bankruptcy or insolvency law applicable to [you](#), including but not limited to:
  - (i) entering into an arrangement with creditors;
  - (ii) seeking protection against creditors;
  - (iii) the appointment of any liquidator, administrator, receiver, administrative receiver or insolvency practitioner of any kind in relation to [you](#) or [your](#) assets.
- (b) [you](#) cease the performance of all [insured services](#).
- (c) if being a natural person [you](#) die or are declared mentally unsound.
- (d) if being a legal person [you](#) are dissolved.
- (e) [you](#) or any person (legal or natural) with an ownership interest of 25% or more become subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

##### 18.2

##### Cesser or suspension of insurance at option of the Club

- (a) If [the Club](#) is notified under rule [Rule 17.2](#) or becomes aware of any matter which [the Directors](#) consider in their discretion, alters the nature of the risk insured, [the Directors](#) may give [you](#) 14 days' notice in writing:
  - (i) of such terms and conditions (including if appropriate such revised premium) that are required to continue to insure [you](#) for the remainder of the [period of insurance](#). This includes (but is not limited to) circumstances in which you advise the addition of new offices or changes to [your insured services](#); or
  - (ii) that [your](#) insurance will be terminated from such date. This includes (but is not limited to) circumstances where [the Directors](#) consider that the risk is fundamentally different from that originally disclosed.
- (b) If [the Club](#) is notified or becomes aware of:
  - (i) any circumstance under [Rule 13.32](#); or
  - (ii) any circumstance regarding sanctions, war, invasions, conflicts or issues which [the Directors](#) may consider in their discretion, directly or indirectly alters the nature of the risk insured or that the risk has become fundamentally different due to external factors despite no material change to any member's circumstances,
 

[the Directors](#) may in writing (where it is possible to do so) terminate the insurance with immediate effect or suspend the insurance.

##### 18.3

##### Cesser of insurance for failure to pay

Where [you](#) fail to pay any amount due to [the Club](#), [the managers](#) may give notice [in writing](#) requiring payment by the date specified in such notice, this date not being less than fourteen days from the date of the notice.

Any failure to comply with this notice may result in [your](#) insurance being cancelled as of the commencement date without further notice. Such cancellation is without prejudice to any other remedies available to [the Club](#) by virtue of these Rules or by law.

[The Club](#) is not liable for any claims notified to [the Club](#) within a [period of insurance](#) for which the advance and or supplementary premium is due and has not been received in full.

##### 18.4

##### Cesser or suspension for reputational risk

[The Directors](#) may in their discretion, immediately suspend or terminate the insurance, upon written notice, where [the Club](#) is notified or becomes aware of any circumstance which [the Directors](#) believe puts [the Club](#) at risk of reputational damage.

## PART 8

### Cesser or suspension of insurance

#### 18.5 Consequences of cesser or suspension

(a) If the cesser of insurance occurs for any of the reasons set out above other than cesser for failure to pay, cesser under [18.1\(e\)](#), or cesser under [18.2 \(b\)](#), [the Club](#) remains liable for all claims under these Rules arising out of any claim or circumstances validly notified under these Rules before the date of cesser.

Under all circumstances, [you](#) are and remain liable for all amounts due to [the Club](#) in respect of the period of insurance in which the date of cessation occurs, pro rata for the period up to the date of cessation, and in respect of any previous period of insurance including any supplementary premium levied.

(b) If [your](#) policy is suspended there is no insurance cover available to [you](#) at all in respect of the suspended policy until such time that the policy is reinstated. However, [you](#) will remain a member of [the Club](#) during the period of suspension of the policy. In order to be reinstated [the Club](#) must expressly reinstate the policy in writing. During the period of suspension [the Club](#) has the right to terminate the policy immediately by giving written notice. The period of suspension along with the policy will automatically terminate on the date the policy was due to expire if it has not been terminated or reinstated by such date. If the policy is reinstated, the [period of insurance](#) will not be extended by the duration of any suspension period.

#### 18.6 Director's discretion to cover claims

[The Directors](#) may, in their discretion, accept any claim for which [the Club](#) is under no liability under this Rule whether the notification giving rise to such claim was made before or after the cesser of insurance.

## PART 9

## Funds of the club

### Rule 19

#### Contribution by way of premium

#### 19.1

##### Insurance all of same class

All [members](#) pay into a common fund regardless of any difference in the services or insured interest as between [you](#) and another [Member](#) or between one group of [Members](#) and another.

#### 19.2

##### Premium

##### 19.2.1

ITIC is a mutual. [Members](#) insure each other through [the Club](#) against liabilities and costs insured under these Rules which any of them may become liable to pay.

##### 19.2.2

The [Members](#) contribute, in accordance with [Rule 20](#) by means of advance premium and, if required, through supplementary premium, in order to meet:

- (a) the liabilities, expenses and other outgoings of [the Club](#) (whether incurred, accrued or anticipated), which in the opinion of [the Directors](#) necessarily and properly fall upon [the Club](#) in respect of such [Club policy year](#);
- (b) such transfer to reserves or provisions as [the Directors](#) may deem is expedient to make, including transfers to reserves and provisions in respect of any deficiency which has occurred or which may be thought likely to occur in respect of any [closed Club policy year](#) as [the Directors](#) think fit;
- (c) such sums as [the Club](#) may by any legislation or regulation be required to set aside in order to establish and/or maintain an adequate solvency margin and/or fund in respect of any [Club policy year](#).

### Rule 20

#### Premium

#### 20.1

##### Advance premium

- (a) [Your](#) advance premium is set by [the Directors](#) and is stated in [your Certificate of Entry](#). The total amount of all advance premium levied on all [Members](#) is calculated with the intention that the funds will be adequate to meet the foreseeable liabilities, expenses and outgoings of [the Club](#) for that [Club policy year](#).
- (b) Where an advance premium is levied in respect of a [period of insurance](#) which covers more than one [Club policy year](#), the advance premium is treated as being payable in relation to the earlier of those [Club policy years](#).
- (c) If the [period of insurance](#) is for more than one [account year](#) the advance premium for the first [account year](#) will be treated as being payable in respect of the [Club policy year](#) current at the commencement of that first [account year](#). Premium for further [account years](#) will be treated as being payable in respect of the [Club policy year](#) in force as at the date of the commencement of that [account year](#).

#### 20.2

##### Supplementary premium

At any time prior to closing a [Club policy year](#), [the Directors](#) may decide to require in respect of that year supplementary premium of such amount(s) as they may determine, if they consider that the advance premium paid in respect of such [Club policy year](#) are (notwithstanding the original intention) insufficient to meet the liabilities, expenses and outgoings of [the Club](#) for such [Club policy year](#). The supplementary premium will be calculated pro rata to all advance premium levied for such [Club policy year](#).

#### 20.3

##### Premium payable as Directors determine

All or any part of any premium is payable at such rates, in such instalments, in such currencies and on such dates as [the Directors](#) may specify.

#### 20.4

##### Notification

As soon as reasonably practical after the premium has been set [the managers](#) will notify [you](#):

- (a) of the amount of such premium; and
- (b) of the date the premium is payable; and
- (c) currency in which the premium is payable.

## PART 9

### Funds of the club

#### 20.5 No set-off

You shall not be entitled to set-off the whole or any part of any claim on the Club against the premiums or other sums of whatsoever nature due to the Club nor shall you be entitled to withhold or delay payment of any such premiums or other sums.

#### 20.6 Interest on late payment

Without prejudice to the rights and remedies of the Club under any of these Rules or otherwise, if any premium or instalment or part thereof or any other sum of whatsoever nature due from you is not paid on or before the date specified for payment thereof the Directors may order you to pay interest on the amount not so paid, from and including the date so specified down to the date of payment, at such rate as the Directors may from time to time determine.

#### 20.7 Non-payment

If the Directors decide that any amount due to the Club cannot be obtained, the Club may levy supplementary premiums in accordance with this Rule or the reserves may be applied in accordance with Rule 21.5 in order to rectify any deficiency of the Club's funds.

#### 20.8 Forecasts of premiums

Any forecast given is indicative only and is without prejudice to the right of the Directors to levy supplementary premiums for that Club policy year at a higher or lower level than that forecast, or not to levy such premiums at all.

The Club, its Directors, managers and their servants and agents do not have any liability whatsoever in respect of any inaccuracy of any premium forecast.

#### 20.9 Fixed premium

If the managers so agree, and it is noted in your Certificate of Entry, your insurance may be provided for a fixed premium, in which case the provisions of Rule 20.2 do not apply.

#### 20.10 Recovery of premium

All monies due and payable by you to the Club may be recovered by action commenced on the instructions of the managers in the name of the Club.

### Rule 21 Closing of policy years

**21.1** The Directors can declare a Club policy year to be closed, as of any date after the end of that Club policy year.

**21.2** After a Club policy year has been closed, no further supplementary premiums can be levied in respect of that Club policy year.

**21.3** The Directors may declare a Club policy year is closed, although there may be claims or expenses which have not been established as at the closing date.

#### 21.4 Disposal of excess funds

If it appears to the Directors that the entire Club funds in respect of a Club policy year are unlikely to be required to meet all the liabilities arising in respect of that Club policy year, the Directors may decide to:

- (a) transfer any excess or any part thereof to the reserves of the Club in accordance with Rule 23;
- (b) to return any excess or any part thereof to the Members.

No return shall be made in respect of any Member who has been insured in accordance with Rule 20.9 or the insurance of whom ceased by reason of the application of Rule 18.3.

## PART 9

### Funds of the club

#### 21.5 Shortfall of funds

If at any time after a [Club policy year](#) has been closed, it appears to [the Directors](#) that the liabilities arising in respect of that [Club policy year](#) exceed or are likely to exceed the totality of the premiums and other receipts in respect of such [Club policy year](#) (and of all transfers from reserves and provisions made for the credit of or in respect of such [Club policy year](#)) [the Directors](#) may decide to:

- (a) transfer funds from the reserves of [the Club](#);
- (b) levy an advance premium or supplementary premium in respect of any open [Club policy year](#) with the intention of applying a part thereof to meet any such deficiency.

#### 21.6 Amalgamation of policy years

[The Directors](#) may resolve to amalgamate the accounts of any two or more [closed Club policy years](#) into a single [closed Club policy year](#) and to pool the amounts standing to the credit of the same. The [Club policy years](#) concerned shall be treated as a single [closed Club policy year](#).

### Rule 22 Reinsurance

**22.1** [The Directors](#) may reinsure or cede on behalf of [the Club](#) the whole or any part of the risks of [the Club](#) with such reinsurers and on such terms as [the Directors](#) shall consider appropriate.

**22.2** In addition, [the Directors](#) may reinsure on behalf of [the Club](#) the whole or any part of the risks arising in connection with any [Member](#) upon such terms and with such reinsurers as [the Directors](#) shall consider appropriate.

**22.3** [The Club](#) may also accept reinsurance from other insurers on such terms as [the managers](#) may determine.

### Rule 23 Reserves

#### 23.1 General Reserves

[The Directors](#) may establish and maintain reserve funds or other accounts for such contingencies or purposes as they in their discretion think fit, including but not limited to:

- (a) stabilising the level of supplementary premiums and eliminating or reducing the need to levy a supplementary premium in respect of any [Club policy year](#), past, present or future;
- (b) eliminating or reducing a deficiency which has occurred or may be likely to occur in respect of any [closed Club policy year](#);
- (c) protecting [the Club](#) against any actual or potential losses whether realised or unrealised in connection with its investments.

**23.2** [The Directors](#) may, at their discretion, use reserves set aside for one purpose for any other purpose. [The Directors](#) may also at any time transfer sums from one fund or account to another fund or account.

### Rule 24 Investments

#### 24.1 Investment management

Subject to the general supervision of [the Directors](#) the funds of [the Club](#) may be invested by [the managers](#) or by any investment manager or agent appointed by [the managers](#). [The Directors](#) may from time to time and at any time lay down such guidelines for the investment of the funds of [the Club](#) as they shall think fit.

#### 24.2 Investment media

Such investments may be made by means of the purchase of such stocks, shares, bonds, debentures or other securities or the purchase of such currencies, commodities or other real or personal property, or by means of being deposited in such accounts as [the managers](#) may think fit, or by such other method, whether producing income or not, as [the Directors](#) may approve.

## Funds of the club

### 24.3 Pooling of funds

Unless [the Directors](#) otherwise decide the funds standing to the credit of all [Club policy years](#) and of any reserve or account, shall be pooled and invested as one fund.

### 24.4 Gains and losses

Unless otherwise determined by [the Directors](#) when funds are so pooled any dividends, interest or accruals of interest and any realised investment gains (including dividends or accruals of interest) or losses, arising on the pooled funds shall be credited or debited, as the case may be, to such [Club policy year](#) or years as [the Directors](#) may decide.

- (a) Any such gains may be used to meet:
- (i) the liabilities, expenses, losses and other outgoings (whether incurred, accrued or anticipated) which, in the opinion of [the Directors](#), necessarily and properly fall on [the Club](#) in respect of such [Club policy year](#); or
- (ii) such transfers to reserves or provisions as [the Directors](#) may deem it expedient to make, including transfers to reserves and provisions in respect of any deficiency which has occurred or which may be likely to occur in respect of any [closed Club policy year](#) as [the Directors](#) think fit.
- (b) Any such losses shall be treated as an expense of [the Club](#) and may be made up either by a transfer from the general reserve of [the Club](#) or by premiums.

## PART 10

## General

### Rule 25

#### Forbearance and waiver

#### 25.1

No act, omission, forbearance or conduct of [the Club](#) whatsoever and whensoever occurring, whether by or through its officers, servants or agents or otherwise, shall constitute any admission or promise that [the Club](#) will forego any of its rights.

#### 25.2

Notwithstanding any neglect or non-compliance with, or breach of, any of these Rules by [you](#), [the Directors](#) may in their sole discretion waive any of [the Club](#)'s rights arising therefrom and may pay in full or in part any claim which it thinks fit. [The Club](#) shall nevertheless at all times and without notice be entitled to insist on the strict application of these Rules.

#### 25.3

#### Subrogation

If any payment is made by [the Club](#) to [you](#) in respect of [your](#) insurance [the Club](#) shall be subrogated to all [your](#) rights of recovery against any person in relation to the relevant matter provided always that [the Club](#) shall not exercise any rights of subrogation against any of [your employees](#) save in cases where there is an allegation of a dishonest, fraudulent, criminal or malicious act or omission by the [employee](#). [You](#) have the obligations set out in [Rule 14.4](#) in relation to such claim.

### Rule 26

#### Assignment

#### 26.1

No insurance by [the Club](#), and no interest under these Rules or under any contract between [you](#) and [the Club](#), may be assigned without the [written](#) consent of [the managers](#) who shall have the right in their discretion to give or refuse such consent without stating any reason therefore or to give such consent upon any such terms or conditions as they may think fit.

#### 26.2

[The Club](#) shall be entitled, before making any payment to an assignee, to deduct or retain such amount as [the managers](#) may then estimate to be sufficient to discharge [your](#) liabilities or potential liabilities, to [the Club](#).

### Rule 27

#### Delegation

#### 27.1

#### Delegation by Directors

Whenever any power, duty or discretion is stated in these Rules to be vested in [the Club](#) or [the Directors](#), such power, duty or discretion may be delegated to any sub-committee of [the Directors](#), or to [the managers](#).

### Rule 28

#### Disputes and differences

#### 28.1

#### Adjudication

In the event any dispute or difference cannot be resolved with [the managers](#) in accordance with the complaints procedure as set out in [your Certificate of Entry](#), then any difference or dispute between [you](#) and [the Club](#) out of or in connection with these Rules or [your Certificate of Entry](#), shall in the first instance be referred to and adjudicated by [the Directors](#) notwithstanding that [the Directors](#) may have already considered the matter previously. Such reference and adjudication shall be on [written](#) submissions only. [The Directors](#) shall not be obliged to give reasons for their decisions.

No manager or Director may consider or approve the settlement of any claim in which he has a direct or indirect interest.

#### 28.2

#### Arbitration

Subject thereto any such dispute or difference shall be determined by arbitration in London in accordance with the Arbitration Act 1996 as amended. For the avoidance of doubt, the arbitrators shall not have the power to reopen any decision of [the Directors](#) which is final and binding, including a decision under [Rule 1.3.2](#).

#### 28.3

#### Sole remedy

[You](#) shall not be entitled to maintain any action or other legal proceedings against [the Club](#).

[You](#) may only commence proceedings, other than arbitration under [Rule 28.2](#), to enforce any such arbitration award for such sum as the award may direct to be paid by [the Club](#). [The Club](#)'s obligations to [you](#) in respect of such difference or dispute shall cease with payment of the award.



## PART 10

## General

### Rule 29

#### Set-off

Without prejudice to any other provisions of these Rules [the Club](#) shall be entitled to set-off any amount due from [you](#) against any amount due to [you](#) from [the Club](#).

### Rule 30

#### Notices

#### 30.1

##### To the Club

- (i) A notice to be served on [the Club](#) may be served by:
- (ii) sending it through the post in a pre-paid letter; or
- by facsimile message to [the Club](#); or
- (iii) by email to [itic@thomasmiller.com](mailto:itic@thomasmiller.com).

#### 30.2

##### To you

Any notice required to be served on [you](#) may be served by:

- (i) sending it through the post in a pre-paid letter addressed to [you](#) at [your](#) address as appearing on [your](#) last [Certificate of Entry](#); or
- (ii) by sending it by facsimile message; or
- (iii) to [your](#) email address.

[Rule 15.9](#) applies to such notice.

#### 30.3

##### Date of service

Any document if served by post shall be deemed to have been served on the second day following the day on which the letter was posted, if sent to an address in the United Kingdom and otherwise on the seventh day following the day on which the said letter was posted.

Evidence that the letter was properly addressed and put into the post in a pre-paid envelope serves as proof that the letter was properly served. Any notice served by facsimile shall be deemed to have been served on the day it was sent. A positive remittance receipt serves as proof that the facsimile message was served. Any notice served by email will be considered served on the day it is sent.

#### 30.4

##### Successors

[Your](#) successor shall be bound by a notice or other document served in accordance with [Rule 30.2](#) notwithstanding that [the Club](#) may have notice of [your](#) death, disability, bankruptcy or liquidation.

### Rule 31

#### Insurance brokers

#### 31.1

Any insurance broker, consultant or advisor appointed by [you](#) acts as [your](#) agent and not as the agent of [the Club](#).

#### 31.2

Any payment due from [you](#) to [the Club](#) is deemed to have been made once received by [the Club](#). Payment by [you](#) to [your](#) broker or agent does not discharge [your](#) liability for payment. However, payments made by [the Club](#) to [your](#) insurance broker or agent discharges [the Club's](#) liability to [you](#) in respect of such payments.

#### 31.3

No insurance broker has any [authority](#) to issue [Certificates of Entry](#) to any person on behalf of [the Club](#).

### Rule 32

#### Governing law

These Rules, and any indication of insurance, [Certificate of Entry](#) and contract of insurance between [you](#) and [the Club](#) shall be governed by and construed in accordance with English law.

### Rule 33

#### Rights of third parties under this insurance

The insurance provided by [the Club](#) to [you](#) shall not confer any right or benefit to any party who is not a [member](#) or a [joint member](#) on [your](#) [Certificate of Entry](#) under the Contracts (Rights of Third Parties) Act 1999 or any other similar provision or enactment contained in the laws of any state.

## PART 11

## Interpretations

### Rule 34

### Interpretations

Words used in any indication for insurance by [the Club](#) or in any [Certificate of Entry](#) are also subject to the interpretations set out in Part 11 of these Rules if not inconsistent with the subject or context:

account year	The annual period of your insurance commencing each year on the date shown in the certificate of entry.
aircraft	includes aeroplane, airship, helicopter, drone and balloon.
Articles of Association	The Articles of Association of the Club.
authority	(1) any central or local government or agency of such government; (2) any body or person empowered to make regulations or issue directions in relation to: (i) the administration of any seaport, airport or railway (ii) the import, export or transport of any cargo (iii) safety of working conditions (iv) immigration (v) the imposition of any tax or duty (vi) the control of pollution
bullion	Gold, silver or platinum in bars or similar bulk form.
carried	Includes intended for carriage and having been carried.
cash	Bank notes, coins (whether or not currently legal tender), travellers and bank cheques, drafts, credit and charge cards and any cards or documents entitling the holder to receive cash, goods or services.
Certificate of Entry	A certificate and any endorsement thereto issued by the Club evidencing the contract of insurance.
charter	Any form of charterparty including, but not limited to, a bareboat, time, voyage, space or slot charter.
chassis	(1) a chassis of any description other than a trailer, towed or intended to be towed on private or public roads; or (2) a part, including spares and accessories, of a chassis; and/or (3) plant, tools or materials for the maintenance or repair of a chassis.
closed Club policy year	A Club policy year which the Directors shall have declared to be closed in accordance with Rule 21.1.
the Club	International Transport Intermediaries Club Limited
Club policy year	A twelve month period currently from any 1 June to the next following 31 May during which the Club writes insurance business.
commercial debt	The sum due for the provision of goods, services or facilities to your principal. This includes but is not limited to charges for the use of port facilities, berths, pilotage, tugs and for the provision of bunkers, stores and repairs.
container	(1) an article of transport of permanent character fitted with corner castings specifically designed to facilitate transport by more than one mode of carriage; or (2) a part, including spares and accessories of such article of transport; and/or (3) plant, tools or materials for the maintenance or repair of such article of transport.

## PART 11

### Interpretations

controller	Any director, board member, commissioner, president, vice president, senior managerial employee, partner, including salaried partner, or sole trader.
conveyance	Any ship, aircraft, road vehicle, charter or rail wagon.
the Directors	The Directors for the time being of the Club or as the context may require those Directors present at a duly convened meeting of the Directors at which a quorum is present.
employee	Any person acting or who has acted as an employee of or consultant to you under a contract of service or employment.
firm	An individual, partnership or company (or any combination thereof) which provides any or all of the services referred to in the Certificate of Entry.
fiscal representative	a person acting as representative for tax or duty purposes or as otherwise defined in any applicable national or international law or convention
fixed premium	The price for your insurance calculated on a fixed basis in accordance with the provisions of Rule 20.9.
handling equipment	<ol style="list-style-type: none"><li>(1) an item of machinery or other apparatus (not being an aircraft, container, locomotive, ship or trailer) used for the handling, movement or storage of cargo or carrying equipment and operations incidental to such activities; or</li><li>(2) a part, including spares and accessories, of handling equipment; and/or</li><li>(3) plant, tools or materials for the maintenance or repair of handling equipment or of any customer's equipment.</li></ol>
indirect declarant	a person making a customs declaration in his/her own name but on behalf of someone else or as otherwise defined in any applicable national or international law.
in writing/written	Any permanently readable text, either on paper or in printable format. This does not include electronic text messages in the form of SMS or similar.
insured location	The location at which you provide any insured services and in respect of which the managers may agree in your Certificate of Entry that you are insured.
insured services	The provision of services referred to in the Certificate of Entry which the Club has agreed to insure and is recorded in your Certificate of Entry.
joint members	Where two or more firms are the subject of a joint entry, those firms whose names appear on the Certificate of Entry under the designation "joint members".
joint service partner	A ship operator or NVOCC with whom you operate a joint service.
liquidated damages	A fixed sum payable in the event of a breach of contract.
the managers	The managers for the time being of the Club
member	A firm which has been accepted for insurance in the Club, including in the case of a joint entry, the senior member and any joint member.
NVOCC	Non-vessel owning carrier, being a carrier who provides freight forwarding services as a principal, usually under a bill of lading, but is not a ship operator.
occurrence	An event or happening or a series of events or happenings attributable to the same cause or resulting from continuous or repeated exposure to the same or similar conditions.

period of insurance	The period of insurance as stated in your Certificate of Entry.
pollution	The emission, discharge, dispersal, release or escape of smoke, vapour, soot, dust, liquid, gas, oil, petroleum substance or derivative, chemical or waste material into or upon land, sea, the atmosphere, or any watercourse or body of water.
precious jewellery	Jewellery made from precious stones or precious metal.
precious metal	Gold (any carat and any colour), palladium, platinum, silver and objects made of or plated with any of the above.
precious stones	Diamonds, emeralds, sapphires and rubies – except where made up into precious jewellery.
research and development	Any experimental work, directed towards the innovation, introduction or improvement of products and processes.
the Rules	These Rules
senior member	Where two or more firms are the subject of a joint entry, the firm so designated in the Certificate of Entry.
ship	Includes boat (whether self-propelled or not) hovercraft and any other description of vessel or structure for use on, under, over or in water.
ship operator	The owner, part owner, operator, charterer or manager of a ship.
third party liability	<ol style="list-style-type: none"> <li>(1) liability for physical loss of or damage to third party property and for consequential loss resulting from such loss or damage;</li> <li>(2) liability for death, bodily injury or illness (including hospital, medical and funeral expenses) of any third party, and for consequential loss resulting from such death, injury or illness.</li> </ol>
third party property	<p>Any property of a third party except:</p> <ol style="list-style-type: none"> <li>(1) cargo;</li> <li>(2) any property leased to you or a joint member, for example, equipment, land or buildings.</li> </ol>
trailer	<ol style="list-style-type: none"> <li>(1) a trailer or semi-trailer of any description, towed or intended to be towed on private or public roads excluding any chassis;</li> <li>(2) a part, including spares and accessories, of a trailer; or</li> <li>(3) plant, tools or materials for the maintenance or repair of a trailer.</li> </ol>
transport operator	A person (such as a freight forwarder, haulage operator, NVOC, or rail operator) undertaking transport of cargo, either directly or through a subcontractor, which may include transit storage and incidental handling.
valuable works of art	Includes antiques, paintings, furniture, sculptures, tapestries, collectibles or objects for display, if the value exceeds US\$ 20,000 each item or set of items.
you	The member and, where the context permits, any joint member.
	<p>Words importing the singular number only shall include the plural number and vice versa.  Words importing the masculine gender only shall include the feminine gender.  Words importing persons shall include individuals, partnerships, corporations, associations and bodies of persons whether incorporated or not.</p>

## Essential transport industry services from ITIC.

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