



SPECIALIST
PROFESSIONAL
INDEMNITY
INSURANCE

International Transport Intermediaries Club Ltd

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Loss of commission income endorsement 1

to the terms and conditions of certificate of entry

Senior Member: Sample Policy Wording

Endorsement
risk insured:

Your commission income in respect of contracts for the charter, sale/purchase or management of nominated not being paid by reason of your loss of legal entitlement to this income because of the termination of the contract due to:

- a) the actual total loss or constructive total loss of the ship;

NOT INSURED at present but available on request:

- b) the ship, or the cargo to be loaded on the ship, being damaged or delayed solely as a result of:
 - i) any perils consequent on, or incidental to, the navigation of the seas, including fire, earthquake, lightning, piracy, or seizure;
 - ii) a collision;
 - iii) the negligence of master, officers, crew, stevedores or repairers;
 - iv) the breakdown of engines or equipment;
 - v) latent defect in hull and machinery;
 - vi) war, invasion, acts of foreign enemies, civil war, rebellion or revolution;
 - vii) strikes, riots, civil commotions, lockouts, stoppages, and/or restraints of labour.

Endorsement
Exclusions :

- a) You are not insured for any risk arising directly or indirectly from the insolvency of, or financial default, by the ship owner, demise owner, charterer, sub-charterer or any other party with a financial interest in the ship or cargo .
- b) You are not insured for any risk arising directly or indirectly from a contract of affreightment.
- c) You are not insured for any risk arising directly or indirectly from a ship aged over 25 years.
- d) You are not insured for any risk arising directly or indirectly from a ship where a contract for her break up is being (or has been) negotiated.
- e) The general exclusions and qualifications under Rule 13 are included as exclusions and qualifications to this endorsement but Rules 13.24 and 13.25 are deleted.

Endorsement limit of liability:	USD xxx any one occurrence USD xxx in total each account year - subject to Rule 1.6 .
Endorsement deductible:	USD xxx any one occurrence - subject to Rule 1.5.
Endorsement period:	To be agreed.
Endorsement conditions:	<ul style="list-style-type: none"> a) At the time of the occurrence to which any claim relates, the nominated ship was classed with an IACS classification society and that her class within that society was maintained. b) All claims are subject to you providing documentary evidence and showing that in the absence of the occurrence you would have been entitled to the commission you are claiming. This policy to pay up to the maximum period of the contract. N.B. All subjects and options to a time charter contract must have been lifted or declared. c) Subject to a claim being reduced by the amount of any income you can earn from a replacement contract arranged for the nominated ship or cargo. d) Any claim in respect of a management contract where there is no period stated or, it is subject to less than a 3 month notice period, or has less than 3 months to run shall be settled on the basis of 3 months fee income. e) In the event that the ship's hull underwriters dispute a constructive total loss this insurance to initially pay 50% of the commission claim subject to documentary evidence that the owner has given notice of abandonment. f) This endorsement excludes any claim arising from, and is subject to automatic cancellation upon, the outbreak of war (whether declared or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the Peoples Republic of China.
Endorsement price:	<p>USD xxx per annum pro rata</p> <p>Please note that the price for the insurance does not include premium tax, stamp duty or any other charges, including bank charges. If applicable these will be for your account .</p>
Definitions:	<p>Commission income - includes management fee.</p> <p>Nominated ship - named ship in the contract but not including "ship to be advised".</p> <p>Actual total loss - ship destroyed (or missing) such that the owner is irretrievably deprived of her use..</p> <p>Constructive total loss - ship reasonably abandoned on account of her actual total loss appearing to be unavoidable, or because she could not be preserved without an expenditure which would exceed her value.</p> <p>Financial default - includes unexplained non performance for unknown reason.</p> <p>Contract of affreightment - an agreement by an owner or operator to lift a certain number of cargoes over a period of time.</p>

All other terms and conditions as detailed in the original certificate of entry and any subsequent endorsements to remain unchanged.

Signed on behalf of the Managers,
International Transport Intermediaries Management Co Ltd



Date

