



SPECIALIST
PROFESSIONAL
INDEMNITY
INSURANCE



ITIC Rules 2023

Amendments explanation

Specialist professional indemnity insurance
for transport professionals everywhere

ITIC
IS MANAGED
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2023 Rule Changes	Explanatory Notes
<p>Rule 1 Nature of the insurances</p>	
<p>1.4 Indemnity Insurance</p>	
<p>Your insurance with <u>the Club</u> is on the basis of indemnity. <u>The Club</u> shall pay <u>you</u> only:</p> <p>(a) after <u>you</u> have discharged any liability <u>whether by way of settlement or otherwise; and</u></p> <p>(b) after <u>you</u> have settled any <u>you have discharged such</u> liability by expenditure of money belonging to <u>you</u> unconditionally and not by way of loan or otherwise.</p>	<p><i>Grammar and clarification.</i></p>
<p>Rule 2 Professional indemnity insurance</p>	
<p>2.4 <u>Your Certificate of Entry</u> sets out the services and Rules for which <u>you</u> have insurance under this Part 2.</p> <p><u>Your</u> attention is drawn to the qualifications and exclusions in <u>Rule 3, in particular (but without limitation) Rule 3.4,</u> and the general conditions and exclusions in <u>Rule 13.</u></p> <p><u>Your</u> obligations in respect of reporting claims are set out under <u>Rule 14.</u></p>	<p><i>To provide greater prominence to the exclusion in Rule 3.4 and updating the numbering.</i></p>
<p>2.1 Save as expressly stated below Insurance under this <u>Rule 2</u> is for <u>your</u> liability <u>to third parties</u> and associated costs resulting from:</p> <p>...</p> <p>(b) any fraudulent act of an <u>employee</u> other than a <u>controller</u>, committed in the performance of the <u>insured services</u>, excluding the loss of <u>cash</u> (see <u>Rule 13.23</u>), provided that it was intended by the fraud to benefit the <u>employee</u> and/or anyone else but <u>you or any individuals, organisations, or companies to which you are connected or affiliated;</u></p> <p>(c)</p> <p>...</p> <p>(ii) breach of confidentiality, and/or infringement of <u>Intellectual Property</u> copyright, patent or registered design;</p>	<p><i>To provide greater prominence to the exclusion in Rule 3.4.</i></p> <p><i>Wording to clarify that the beneficiary of the fraud is not just limited to the member but also to connected individuals, organisations, or companies of the member.</i></p> <p><i>To widen cover and clarify that Intellectual Property – now includes “trademarks” within the definition of Intellectual Property.</i></p>
<p>Rule 2.3 Insured costs</p>	

<p>2.3.1 Costs insured</p> <p>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:</p> <p>(a) legal, surveying or expert fees and expenses;</p> <p>(b) costs of avoiding or minimising your liability;</p> <p>(c) costs of replacing or restoring lost or damaged documents or electronic data;</p> <p>(d) costs of disposing of cargo;</p> <p>(e) costs of complying with an order by an authority.</p>	<p><i>Grammar.</i></p>
<p>Rule 3 Exclusions and qualifications applicable to Rule 2</p>	
<p>3.4 Operational loss</p>	
<p>Insurance under Rule 2 is for liabilities to third parties liabilities only except where expressly stated to the contrary. You are not insured for your own losses.</p>	<p><i>Clarification, as cover is provided for members' own losses under 2.1 (h)(v) for example.</i></p>
<p>3.5 Worldwide cover</p>	
<p>Unless stated in your Certificate of Entry, insurance under Rule 2 is for liabilities incurred worldwide, subject to any specific limitations or exclusions imposed as a consequence of sanctions imposed by any national or international authority.</p>	<p><i>Clarification in regards of sanctions.</i></p>
<p>Rule 4 Liability insurance – physical loss of or damage to cargo</p>	
<p>4.1 Insurance under this Rule 4 is for your liability for and associated costs resulting from physical loss of or damage to cargo, including consequential losses arising therefrom.</p>	<p><i>Clarification.</i></p>
<p>4.2 Law and customer contracts</p>	
<p>4.2.1 You are only insured under Rule 4 if your liability arises by virtue of any of the following:</p> <p>(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 and cannot be avoided or limited by contract; or</p> <p>(b) any contract or standard trading conditions approved by the managers as set out in your Certificate of Entry; or</p>	<p><i>Clarification.</i></p>

<p>(e) 4.2.2 If <u>you</u> 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 <u>you</u> are not entitled to do so, <u>you</u> will be insured against the resulting liability, subject always to the terms and conditions of <u>your</u> insurance.</p>	<p><i>Clarification. This paragraph is not a follow-on from another head of liability but is a separate sub-paragraph.</i></p>
<p>Rule 5 Errors and omissions insurance for transport operators</p>	
<p>5.1 Insurance under this <u>Rule 5</u> is for <u>your</u> liability for and associated costs resulting from:</p> <p>(b) financial loss incurred by your customer arising from any delay in performing <u>your</u> contractual obligations;</p> <p>...</p> <p>(e) physical loss of or damage to cargo to the extent that your liability is incurred or increased by an incorrect statement in, or omission from, your any bill of lading or other contract of carriage or handling documentation.</p>	<p><i>Grammar.</i></p> <p><i>Clarification.</i></p> <p><i>Clarification.</i></p>
<p>Rule 8 Costs Insured</p>	
<p>8.1 Costs</p>	
<p>In respect of liability insured under <u>Rule 4, 5, 6</u> and <u>7</u> if damages claimed from <u>you</u> exceed or are likely to exceed the applicable deductible, <u>you</u> are insured for the following associated costs:</p> <p>(a) legal, surveying or expert fees and expenses;</p> <p>(b) costs of avoiding or minimising such liability;</p> <p>(c) costs of disposing of cargo following an accident to it;</p> <p>(d) costs of quarantine, fumigation or disinfection arising other than in the normal course of business;</p> <p>(e) costs of 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 <u>Rule 8.4</u> below;</p> <p>(f) costs of meeting cargo's contribution in general average or salvage for which <u>you</u> are liable and which <u>you</u> -are unable to recover from <u>your</u> customer;</p> <p>...</p>	<p><i>Grammar.</i></p>
<p>Rule 9 Exclusions and qualifications applicable to Part 3</p>	
<p>9.3 Valuable cargoes</p>	

<p>9.3.2 Unless otherwise stated in <u>your Certificate of Entry</u>, a special limit of US\$ 100,000 each <u>occurrence</u> applies to claims in respect of:</p> <ul style="list-style-type: none"> processed tobacco/tobacco products <u>including, but not limited to, cannabis and/or marijuana products and/or any other plant based drugs and or their derivative products where both the underlying trade and the carriage are lawful under any applicable system of law and it is lawful under any applicable system of law for your claim to be paid</u> 	<p><i>Update to make sure the trade complies with applicable law.</i></p>
<p>9.7 Chassis and trailers in USA, Mexico and Canada</p>	<p><i>Clarification.</i></p>
<p><u>You</u> are not insured for any liability arising out of an <u>occurrence</u> in the USA <u>or Mexico</u> or Canada involving a <u>chassis</u> or <u>trailer</u>.</p>	<p><i>Clarification.</i></p>
<p>9.9 Limit of liability</p>	
<p>In the event that it is held in any court or tribunal that under the applicable law, anyone, other than <u>you</u> using or legally responsible for the use of any carrying or handling equipment, is <u>entitled to be</u> covered under this insurance, <u>then the limit of liability for this insurance for such a person will not exceed the lesser of the minimum insurance requirements under the applicable law and the limit stated in your policy.</u></p> <p>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.</p>	<p><i>Grammar and clarification.</i></p>
<p>Rule 11 Discretionary insurance</p>	
<p><u>The Directors</u>, may, at their discretion, additionally provide insurance against all or part of any liability <u>you</u> incur which is not otherwise insured under these Rules, but which, having regard to the overall purpose of the insurance, <u>The Directors</u> decide it is appropriate to cover. <u>All the general conditions and exclusions as set out in Part 5 below will still apply unless the Directors expressly agree otherwise in writing.</u></p>	<p><i>Clarification.</i></p>
<p>Rule 13 General conditions and exclusions</p>	
<p>13.2 Dishonest, intentional or reckless conduct</p>	
<p>13.2.1 <u>You</u> are not insured for any risk arising directly or indirectly from any act or omission by <u>you</u> or any person <u>you</u> are responsible for which is:</p> <ol style="list-style-type: none"> dishonest, except as provided for in <u>Rule 2.1(b)</u>; or reckless; or with the intention to cause harm. 	<p><i>Numbering.</i></p>

<p><u>13.2.2 The Club shall be entitled to reimbursement for any funds paid out by the Club including, but not limited to any sums paid in respect of costs, for a risk which is subsequently found not to be insured or for which the Club's liability is excluded under the provisions of these Rules, including but not limited to Rule 13.2.1 above.</u></p>	<p><i>Clarification of ITIC's entitlement.</i></p>
<p>13.4 Employers' liability</p>	
<p><u>You</u> are not insured for any risk arising directly or indirectly from: (a) the breach of any obligation owed by <u>you</u> as an employer or prospective employer; ...</p>	<p><i>Clarification.</i></p>
<p>13.15 Pollution</p>	
<p><u>You</u> are not insured for any risk arising from <u>pollution</u>: ... (c) if <u>you</u> are not aware of the <u>pollution</u> within seven days after it has occurred, or first occurred, unless the <u>pollution</u> arises from cargo not in <u>your</u> possession; or (d) from actual; or alleged discharges (whether accidental or deliberate) contrary to MARPOL or similar convention, regulation or law (see also Rule 13.22 (b)).</p>	<p><i>Grammar and clarification.</i></p>
<p>13.21 Indemnities and obligations</p>	
<p><u>You</u> are not insured for the amount of any increase in the damages payable due to: (a) any indemnity given or agreement made by <u>you</u>; (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.</p>	<p><i>Clarification.</i></p>
<p>Unless the Directors determine that such indemnity, agreement or obligation is on terms and conditions usually applicable for the performance of <u>your</u> insured services (see Rule 1.3) in which case such additional liability or damages are insured.</p>	<p><i>Clarification.</i></p>
<p>13.22 Fines and penalties</p>	

13.22.1 Except as provided for in [Rules 2.1 \(h\) \(v\)](#) 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.

13.22.2 There is no cover for any breaches (whether actual or alleged) of MARPOL or similar conventions, whether such claims are against you, your employee or any person acting on behalf of you or your principal or any other party for which you may be responsible (see Rule 13.15(d)).

To widen the cover and clarify that liability for fines imposed on the principal are covered (except in relation to MARPOL or similar conventions) where this is due to the member's negligence. Fines imposed on the member itself are not covered except as provided under Rules 2.1(h)(v) and 7.

13.28 Paperless trading Bills of Lading

13.28.1 Deliberate release without original bill of lading
The deliberate release of cargo without presentation of the relevant original bill of lading is a commercial risk taken by the agent or carrier and is not an error or omission that would be the subject of a professional indemnity insurance policy.

You are not insured for claims made directly or indirectly by the holder of a bill of lading where cargo has been delivered without prior presentation of the relevant original bill of lading unless you can show that you reasonably believed the relevant original bill of lading had been presented and that the delivery was solely the result of a negligent act or omission.

13.28.2 Paperless trading

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

Clarification

This wording is already present in the certificate of entry, but is now included in the Rules..

13.32 Sanctions

13.32.1 ~~(a)~~ In respect of any claim(s) [you](#) are not insured **and the Club shall not be obliged to pay any claim or provide any benefit (including but not limited to any refund of premium, payment of costs or any other sum)** to the extent that the provision of such cover would expose or risk exposing [the Club](#) (or any fronting insurer or reinsurer **or financial institution**) to violating or becoming subject to any sanction, **embargo**, prohibition, restriction or adverse action in any form whatsoever by any state, competent authority, ~~or government~~ **or international organization such as but not limited to the United Nations or European Union.**

13.32.2 Without prejudice to 13.32.1 above, we will have no liability under or in respect of any certificates or other evidences of insurance certifying or evidencing coverage for any transaction.

Clarification

Clarification that where the Club has issued documents of insurance, such

<p><u>shipment, or claim in violation of or sanctionable under any of the sanctions, embargoes, prohibitions, restrictions or adverse actions specified at 13.32(a). Such certificates and other evidences of insurances will not be binding on us or provide proof of insurance cover in respect of any such transaction, shipment or claim.</u></p>	<p><i>documents are not binding on the Club where claims arising would be in violation of sanctions.</i></p>
<p>13.32.3 (b) Notwithstanding anything in the Rules to the contrary, <u>the Club</u> may, where continuing to provide insurance to <u>you</u> could in anyway whatsoever expose or risk exposing <u>the Club</u> (or any fronting insurer or reinsurer <u>or financial institution</u>) to violating or becoming subject to any sanction, <u>embargo</u>, prohibition, restriction or adverse action in any form whatsoever by any state, competent authority or government, decide to:</p> <p>(a) suspend your cover until further notice pending investigation by the Club; and/or</p> <p>(b) at any time <u>the Club</u> determines it is exposed to such risk, terminate <u>your</u> cover with immediate effect by written notice.</p>	<p><i>Clarification that the Club has no liability where sanctions are placed on a bank used by the Club to pay a claim.</i></p>
<p>13.36 Cyber attack</p>	
<p>13.36.1 <u>You</u> are not insured for any loss, damage, liability, cost, or expense directly or indirectly arising from the use or operation <u>by any person</u>, 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, <u>including for the avoidance of doubt, phishing attacks or phishing scams, subject to any cover expressly provided in your Certificate of Entry in relation to Invoice Fraud.</u></p>	<p><i>To clarify there is no cover for phishing attacks/scams except the limited cover for Invoice Fraud mentioned in the Certificates of Entry.</i></p>
<p>13.36.2 <u>Your</u> 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.</p>	<p><i>Given the clarification above that there is no cover for phishing attacks/scams, this carve out is not needed.</i></p>
<p>13.37 Security</p>	
<p><u>It is the Club's policy not to provide security for any claim or costs or any other expenses on your behalf, whether in the form of cash, a bank guarantee, letter of undertaking or indemnity or any form whatsoever, except as provided in Rule 8.5.</u></p>	<p><i>To clarify the Club's long standing policy.</i></p>
<p>Rule 14 Obligations in respect of claims</p>	
<p>14.4 Information and cooperation</p>	

<p><u>You</u> will cooperate at <u>your</u> own expense in the handling of the claim. <u>You</u> must promptly give <u>the managers</u> 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 <u>the managers</u> in good order, properly explained and in a form appropriate for the efficient conduct of such a claim. <u>You will make yourself and your employees available for any hearings (arbitration or litigation) or mediation as requested by the Club.</u></p>	<p><i>Clarification.</i></p>
<p>14.5 Members not to admit liability <u>or settle claims</u></p>	<p><i>Clarification.</i></p>
<p>14.5.1 <u>You</u> shall not admit liability <u>or in any way compromise the claim (including costs or expenses insured by the Club)</u>, pay or settle any claim without the prior <u>written</u> consent of <u>the managers</u> and <u>you</u> shall undertake that none of <u>your employees</u> or former <u>employees</u> admits any such liability.</p> <p>14.5.2 <u>You shall not 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 pay or settle any such claim.</u></p>	<p><i>Clarification.</i></p>
<p>14.7 Fraudulent claims</p>	
<p>If <u>you</u> make any claim against <u>the Club</u> knowing the same to be false or fraudulent the insurance will be void as at the date of the fraudulent act. <u>The Club's</u> rights against <u>you</u> and <u>your</u> obligations to <u>the -Club</u> remain unchanged.</p>	<p><i>Grammar.</i></p>
<p>14.8 Conduct of claims</p>	
<p>14.8.2 Appointment of experts advisors</p>	<p><i>Clarification.</i></p>
<p>14.8.2.1 <u>The managers</u> may at any time appoint on <u>your</u> behalf, on such terms as <u>the managers</u> think fit, experts, lawyers, surveyors and/or other persons (advisors) with a view to advising upon investigating or dealing with any matter which may result in <u>a</u> liability, in respect of which <u>you</u> are or may be insured, including taking or defending legal or other proceedings in connection therewith, <u>notwithstanding that you may have already have appointed your own advisors.</u> <u>The managers</u> may also at any time discontinue such appointment if they think fit.</p>	<p><i>Clarification that the managers can appoint their choice of advisors even if the member has already appointed an advisor.</i></p>

<p>14.8.21 All <u>advisors</u> experts, lawyers, surveyors or other persons appointed by <u>the managers</u> on <u>your</u> behalf, or appointed by <u>you</u> with the prior consent of <u>the managers</u>, shall at all times be and be deemed to be appointed on the terms:</p> <p>(a) that they are authorised to report and give advice to and to take instructions from <u>the managers</u></p> <p>(b) that any advice given by them is that of an independent contractor appointed by <u>you</u> and shall in no way bind <u>the Club</u>.</p>	<p>Clarification as above.</p>
<p>14.9 Payment of claims</p>	
<p>14.9.5 Senior and joint members <u>(a) Payment by the Club of any claim (including costs and expenses) 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 severally and shall fully discharge the obligations of the Club in respect of such payment.</u></p> <p><u>(b) Where any claim payment (including costs and expenses) has to be repaid to the Club or any deductible is owed to the Club and 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 the Club in respect of such sums due.</u></p>	<p>This is for clarification and shifts the wording at 15.6 for claims, out of the liability for premium section.</p>
<p><u>PART 7 Entry, joint membership, and period of insurance, and disclosure obligations</u></p>	<p>Clarification.</p>
<p>Rule 15 Entry and Joint membership</p>	
<p>15.3 Joint members – disclosure</p>	
<p>Failure by the <u>senior member</u> or any other <u>joint member</u> to disclose material information within his their knowledge shall be deemed to be failure of the <u>senior member</u> and all the <u>joint members</u>.</p>	<p>Grammar - To make this gender neutral.</p>
<p>15.6 Liability for premium</p>	
<p>Where two or more <u>firms</u> or individuals are the subject of the joint entry the <u>senior member</u> and each <u>joint member</u> shall be jointly and severally liable to pay all premium and other sums due to <u>the Club</u> in respect of such entry.</p>	<p>Clarification further to the addition of Rule 14.9.5.</p>
<p>Payment by <u>the Club</u> to the <u>senior member</u> or any other <u>joint members</u> shall be deemed to be the receipt by the <u>senior member</u> and all <u>joint members</u> jointly and shall fully discharge the obligations of <u>the Club</u> in respect of such payment.</p>	<p>Moved to 14.9.5.</p>
<p>15.7 Joint members – conduct</p>	

<p>Conduct of the <u>senior member</u> or any other <u>joint member</u> which would have entitled <u>the Club</u> to decline to indemnify him<u>them</u> shall be deemed to be the conduct of the <u>senior member</u> and all the <u>joint members</u>.</p>	<p><i>Grammar - To make this gender neutral.</i></p>
<p>Rule 16 Period of insurance and notice of termination renewal</p>	<p><i>Clarification to reflects content of Rule.</i></p>
<p>16.1 Period of insurance</p>	
<p><u>The Club's</u> underwriting is based on annual <u>Club policy years</u>. <u>Your period of insurance may fall into one or more Club policy years</u></p>	<p><i>Clarification.</i></p>
<p>16.2 Where <u>your period of insurance is for two or more policy years or the managers</u> agree that <u>your period of insurance</u> commences part way through a <u>Club policy year</u> and continuing into the next <u>Club policy year</u>, <u>you</u> are insured subject to <u>the Rules</u> applicable during the first such <u>Club policy year</u> <u>provided that the Club may on giving you no less than 28 days' notice in writing make your insurance cover subject to the Rules applicable to the second or any subsequent Club policy year.</u></p>	<p><i>Amended wording – which is intended to enable the Club to apply later versions of the Rules, from the next Club policy year (next June), to policies which are not aligned with the Club policy year of 1 June or which are for more than 1 year, with 28 days' notice.</i></p>
<p>Rule 18 Cesser or suspension of insurance and membership of the Club</p>	
<p>18.2 Cesser or suspension of insurance at option of the Club</p>	
<p>(a) If <u>the Club</u> is notified under rule <u>Rule 17.2</u> or becomes aware of any matter which <u>the Directors</u> consider in their discretion, alters the nature of the risk insured, <u>the Directors</u> may give <u>you</u> 14 days' notice in writing:</p>	<p><i>Grammar.</i></p>
<p>18.6 Director's discretion to cover claims</p>	
<p><u>The Directors</u> may, in their <u>absolute</u> discretion, accept any claim for which <u>the Club</u> is under no liability under this Rule <u>18</u> whether the notification giving rise to such claim was made before or after the cesser of insurance.</p>	<p><i>Clarification.</i></p>
<p>Rule 20 Premium</p>	
<p>20.1 Advance premium</p>	
<p>(a) Your <u>Your</u> advance premium is set by the Directors and is stated in <u>your Certificate of Entry</u>. The total amount of all advance premium levied on all <u>Members</u> is calculated with the intention that the funds will be adequate to meet the foreseeable liabilities, expenses and outgoings of <u>the Club</u> for that <u>Club policy year</u>.</p>	<p><i>Superfluous wording.</i></p>

<p>Rule 25 Forbearance, and waiver, <u>subrogation, and discretion</u></p>	<p><i>Amendment of heading to reflect additions.</i></p>
<p>25.1 <u>Forbearance</u></p> <p>No act, omission, forbearance or conduct of <u>the Club</u> whatsoever and whensoever occurring, whether by or through its officers, servants or agents or otherwise, shall constitute any admission or promise that <u>the Club</u> will forego any of its rights.</p>	<p><i>Formatting/heading.</i></p>
<p>25.2 <u>Waiver</u></p> <p>Notwithstanding any neglect or non-compliance with, or breach of, any of these Rules by <u>you</u>, <u>the Directors</u> may in their sole discretion waive any of <u>the Club's</u> rights arising therefrom and may pay in full or in part any claim which it thinks fit. <u>The Club</u> shall nevertheless at all times and without notice be entitled to insist on the strict application of these Rules.</p>	<p><i>Formatting/heading.</i></p>
<p>25.4 <u>Discretion</u></p> <p><u>Where these Rules or the terms and conditions of your Certificate of Entry vest the exercise of a discretion in the Directors and/or the Managers:</u></p> <p><u>(a) They will have an absolute discretion as to how they exercise or refrain from exercising that discretion;</u></p> <p><u>(b) They will be the sole judge of the issues on which the discretion is based and this judgment will be final and binding;</u></p> <p><u>(c) They are under no obligation to disclose the reasons for the exercise of a discretion or to follow any particular procedure in exercising it.</u></p>	<p><i>To clarify that where the Directors and/or Managers are exercising a discretion under the Rules, such discretion is absolute.</i></p>
<p>Rule 28 Disputes and differences</p>	
<p>28.1 <u>Adjudication</u></p>	
<p>28.1.1 In the event any dispute or difference cannot be resolved with <u>the managers</u> in accordance with the complaints procedure as set out in <u>your Certificate of Entry</u>, then any difference or dispute between <u>you</u> and <u>the Club</u> out of or in connection with these Rules or <u>your Certificate of Entry</u>, shall in the first instance <u>and as a condition precedent to Rule 28.2,</u> be referred to and adjudicated by <u>the Directors</u> notwithstanding that <u>the Directors</u> may have already considered the matter previously. Such reference and adjudication shall be on <u>written</u> submissions only <u>in accordance with the “adjudication policy” which is available upon request.</u> <u>The Directors</u> shall not be obliged to give reasons for their decisions.</p>	<p><i>Clarification as currently there is no procedure set out.</i></p>

<p>28.1.2 No manager or Director may consider or approve the settlement of any claim in which they have a direct or indirect interest.</p>	<p><i>To make this neutral.</i></p>
<p>28.2 Arbitration</p>	
<p>28.2.1 Subject thereto to Rule 28.1 any such dispute or difference shall be determined by arbitration in London in accordance with the Arbitration Act 1996 as amended. <u>The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.</u></p> <p>28.2.2 <u>Such arbitration shall be commenced within one (1) year of the date when notice of the decision of the Directors is given to the member, failing which any such dispute or difference shall be time barred and any claim which is the subject of the dispute or difference shall be absolutely extinguished.</u></p> <p>For the avoidance of doubt, the arbitrators shall not have the power to reopen any decision of <u>the Directors</u> which is final and binding, including a decision under <u>Rule 1.3.2.</u></p>	<p><i>To clarify the procedure and to introduce certainty.</i></p>
<p>Rule 30 Notices</p>	
<p>30.1 To the Club</p>	
<p>(i) A notice to be served on <u>the Club</u> may be served by:</p> <p>(ii) (a) sending it through the post in a pre-paid letter; or by facsimile message to the Club; or</p> <p>(iii) (b) by email to itic@thomasmiller.com.</p>	<p><i>Update as fax is no longer used.</i></p>
<p>30.2 To you</p>	
<p>Any notice required to be served on <u>you</u> may be served by:</p> <p>(i) (a) sending it through the post in a pre-paid letter addressed to <u>you</u> at <u>your</u> address as appearing on <u>your</u> last <u>Certificate of Entry</u>; or</p> <p>(ii) by sending it by facsimile message; or</p> <p>(iii) (b) to <u>your</u> email address.</p> <p><u>Rule 15.9</u> applies to such notice.</p>	<p><i>Update as fax is no longer used.</i></p>
<p>30.3 Date of service</p>	

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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 **business** day it is sent **provided it is sent by 5pm London time, otherwise it will be deemed served on the next business day.**

Update as fax is no longer used and clarification on timing.

Rule 34	Interpretations	
cash	Bank notes, coins (whether or not currently legal tender including where appropriate, digital coins and tokens), travellers and bank cheques, drafts, credit and charge cards and any cards or documents entitling the holder to receive cash, goods or services.	<i>Update.</i>
charter	Any form of charterparty including, but not limited to, a bareboat, time, voyage, space or slot charter or aircraft lease or charter, including but not limited to operating, wet, dry or damp.	<i>Update to include aviation terminology.</i>
the Club	International Transport Intermediaries Club Limited or the insurer noted on your Certificate of Entry if different.	<i>Updated in case a different insurer is noted in the Certificate of Entry – for example due to the UK leaving the EU.</i>
controller	Any director, board member, commissioner, president, vice president, senior managerial employee or autonomous employee , partner, including salaried partner, or sole trader.	<i>Clarification of wording.</i>
indirect declarant	a person making a customs declaration in his her their own name but on behalf of someone else or as otherwise defined in any applicable national or international law.	<i>To make this gender neutral.</i>
in writing/written	Any permanently readable text, either on paper or in printable format. This includes e-mail but does not include electronic text messages in the form of SMS, instant messaging, WhatsApp , or similar messaging applications, media, or platforms.	<i>Update.</i>
Intellectual property	Copyright, Patent, registered design and/or trademarks, trade secrets.	<i>Added to define "Intellectual Property" in Rule 2.1(c)(i).</i>
Invoice Fraud	Payment of any funds subject to an invoice or other demand to any incorrect party due to your failure to notice that: (i) the invoice or demand was issued or amended by a fraudulent party; and/or (ii) any payment instructions (received independently of the invoice or demand) advising of changes to bank or payment details were issued or amended by a fraudulent party	<i>Addition of definition further to the addition of Rule 13.36.1.</i>

occurrence	An fortuitous event or happening or a series of fortuitous events or happenings attributable to the same cause or resulting from continuous or repeated exposure to the same or similar conditions.	<i>Clarification to show the event or happening must be fortuitous i.e. by chance rather than by intention.</i>
precious jewellery	Jewellery made from precious stones or precious metal, including but not limited to watches made from or containing precious stones and/or metal.	<i>Clarification.</i>
precious metal	Gold (any carat and any colour), rhodium, ruthenium, palladium, platinum, silver, and objects made of or plated with any of the above.	<i>Updated to current most precious metals.</i>
precious stones	Diamonds, emeralds, sapphires, and rubies, tanzanite, and opal – except where made up into precious jewellery	<i>Updated to current most precious stones.</i>
third party liability —	(1) liability for physical loss of or damage to third party property and for consequential loss resulting from such loss or damage; (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.	<i>Already set out in 6. Only other reference is at 3.4 which has been expanded.</i>
valuable works of art	Includes antiques, paintings, furniture, sculptures, tapestries, NFTs (when used as a form of digital art) or similar digital artworks, collectibles or objects for display, if the value exceeds US\$ 20,000 each item or set of items.	<i>Update.</i>
	Words importing the singular number only shall include the plural number and vice versa. Words importing one the masculine gender only shall be taken to include any the feminine gender. Words importing persons shall include individuals, partnerships, corporations, associations and bodies of persons whether incorporated or not.	<i>To make this gender neutral.</i>