



SPECIALIST
PROFESSIONAL
INDEMNITY
INSURANCE

International Transport Intermediaries Club Ltd

**90 Fenchurch Street
London EC3M 4ST**

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@ITICLondon**

CERTIFICATE OF ENTRY 1141

In the name of:

**MAR.I.S
209 rue Joseph Benatier
85100 LES SABLES D'OLONNE
France**

We confirm that you have been accepted as a Member of the Club and entered in the register of Members as the Senior Member.

The insurance provided by the Club is subject to the Rules 2017, the Memorandum and Articles of Association of the Club and English law. All Rules under Parts 1, 5, 6, 7, 8, 9, 10, 11, and 12 apply to this certificate of entry. Specific Rules in Parts 2, 3 and 4 apply as noted in the terms and conditions to this certificate of entry.

Your period of insurance is:

15th June, 2017 to 14th June, 2018 and your account year commences 0.00 G.M.T. 15th June, 2017

Your insurance broker, subject to Rule 31, is noted as :

**Filhet-Allard Maritime s.a.
Rue Cervantes-Merignac
33 735 Bordeaux Cedex 9
France**

This certificate of entry supersedes any previous certificates of entry and endorsements relating to insurance provided to you by the Club. Words and phrases used in this certificate of entry and any subsequent endorsements shall have the same meaning as those given to them in Rule 34, unless inconsistent with the subject or context. Your attention is drawn to Rule 1.1 which lists those sections of the Insurance Act 2015 which are excluded from your cover.

TERMS AND CONDITIONS

1.0 Nature of Cover

Your insurance under Part 2 of the Rules, professional indemnity insurances, is on a claims made policy as described in Rule 3.1.

2.0 Insured Risks and Services

2.1 When you provide the following services, either directly or through your subcontractors:

marine surveyor

you are insured (unless otherwise stated) under Part 2 of the Rules, professional indemnity insurances, for:

| | | |
|---|--------------|-------------|
| liability for negligent performance | Rule 2.1 (a) | |
| liability for fraudulent acts of employees | Rule 2.1 (b) | |
| liability for libel, slander etc | Rule 2.1 (c) | |
| liability for loss of documents | Rule 2.1 (d) | |
| liability for breach of warranty of authority | Rule 2.1 (e) | NOT INSURED |
| liability as an unintentional principal | Rule 2.1 (f) | NOT INSURED |
| liability of principals attaching to agents | Rule 2.1 (g) | NOT INSURED |
| liability to authorities | Rule 2.1 (h) | NOT INSURED |
| damages | Rule 2.2 | |
| costs | Rule 2.3 | |

subject to the exclusions and qualifications Rules 3 and 13

2.2 You are not insured for any risk arising under Part 3 of the Rules, cargo and related liabilities

2.3 Under part 4 of the Rules, ancillary insurances, you are insured (unless otherwise stated) for:

| | | |
|---|---------|----------------------|
| additional legal expenses insurance and debt collection | Rule 10 | NOT INSURED |
| discretionary insurance | Rule 11 | all insured services |
| loss of commission | Rule 12 | NOT INSURED |
| cash in transit/money | Rule 12 | NOT INSURED |
| subject to the exclusions and qualifications | Rule 13 | |

3.0 Limits of liability

Subject to Rule 1.6:

3.1 Your general limit of liability each occurrence is: EUR 500,000
and in total each account year: EUR 500,000

4.0 Deductibles

Subject to Rule 1.5:

4.1 Your general deductible each occurrence is: EUR 2,500

5.0 Other terms and conditions

- (a) You are insured for your liability and costs arising out of the breakdown or malfunction, by virtue of a failure in electronic date recognition, of any computer programme, system, network, software or equipment, but only to the extent that you can evidence that you have taken adequate steps to ensure that your equipment and/or any equipment for which, although not in your possession or ownership, you may be responsible under the terms of any contract with a principal or other party, is in all material respects compliant. The Directors' decision as to what shall constitute a valid claim in these circumstances shall be final.
- (b) You are not insured in respect of the pre-purchase (or condition) survey of yachts or pleasure craft.
- (c) Notwithstanding the provisions of Rules 3.1 and 9.1, the Club shall not be liable for any claim notified during the period of insurance if the act, omission, or circumstances giving rise to the claim occurred prior to 15th June, 2017.

6.0 Joint Members

There are none.

7.0 Claims notification

Subject to Part 6 of the Rules, all notifications of claims to be made to:

International Transport Intermediaries Management Company Ltd
90 Fenchurch Street
London EC3M 4ST
Tel: +44 (0)20 7338 0150
Fax: +44 (0)20 7338 0151
Email: ITIC@thomasmiller.com

8.0 Price


Per Annum EUR 1,750
Subject to Rules 20.1 and 20.2
Being 100% of the advance premium.

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.

9.0 Payment Terms

Payment must be made within 30 days of the debit note date unless otherwise agreed in writing by the Managers.

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


Alistair Mactavish
Director

Date

01/06/2017

Complaints procedures

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not met your expectations please first write to your **insurance broker or intermediary, if any.**

In the event that you remain dissatisfied, please contact:

The Claims Director
International Transport Intermediaries Management Co Ltd
90 Fenchurch Street
London, EC3M 4ST
United Kingdom

Tel: + 44 (0) 20 7338 0150

Fax: + 44 (0) 20 7338 0151

Email: ITIC@thomasmiller.com

In the event that you wish to pursue matters further, we refer you to **Rule 28 – Disputes and Differences.**

If you are a member based in the United Kingdom or elsewhere you may be able to refer this matter to the **Financial Ombudsman Service.** Their contact details are as follows:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Help line: **0845 080 1800** Switchboard: **020 7964 1000**

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

Please also go to our website at www.itic-insure.com and follow the link to Complaints.