

# Guide for users to changes in TT Club Wordings on 1 January 2023



	Ref.	Description	Background	2023 Wording (changes in bold)
1	C4:2.3	Uninsured carrying equipment (CHF/Fines & Duty)	Last year the CHF Third Party Liability cover was extended by including risks arising from the use of uninsured carrying equipment for moving containers and other cargo at the Member's insured location. This is now extended to CHF Fines & Duty cover by amending C4:2.3.	We do not insure you under this clause: for <u>liability</u> /confiscation arising from or relating to: your <u>owned/leased carrying equipment</u> which we do not insure for <u>loss/damage</u> , <b>except <u>carrying equipment which you use for moving containers and other cargo at your insured location</u></b>
2	C4:1.1.1 P4:1.1.1 N4:1.1.1 U4:1.1.1 S4:1.1.1 T4:1.1.1 Z4:1.1.1	Confiscation resulting from breach of regulation	Currently the Fines & Duty covers state that the Member is insured for "Fines and other penalties, <u>including</u> confiscation of your <u>insured equipment</u> or other property". In case this is read restrictively, the phrase "of your <u>insured equipment</u> or other property", is deleted thereby making it clear that cover will respond to confiscation of <i>any</i> property or goods by an authority following an insured breach of regulations.	We insure you for the following, imposed on you by an <u>authority</u> , as a result of breach of <u>regulations</u> listed at 1.3: 1.1.1 Fines and other penalties, <u>including</u> confiscation- <del>of your <u>insured equipment</u> or other property</del>
3	Z3:4 Z3:2.4	Lessor equipment	A paragraph is added to the Third Parties Liability cover at Z3:4 to make it clear that accidents involving lessor equipment which is leased out, and therefore out of the care, custody and control of the Member will not be caught by the products liability exclusion at G1:1.14. For consistency, the exclusion at Z3:2.4 in respect of uninsured owned or leased carrying equipment is removed.	<b>We will not deem your <u>insured carrying equipment</u> to be a <i>product</i> for the purposes of the definition of <i>products liability</i> at Y1</b>
4	A7:5 A13:7.1	Business interruption (insured equipment)	The wording at A7:5 (and A13:7.1) is amended for consistency with the Business Interruption (Blockage of Berth) cover and to clarify that it places a responsibility on Member to inform the Managers of changes to the risk in course of the account year.	<b>You will give us immediate <u>notice</u> of any change to <u>property or equipment</u> available to you at the start of the insurance, or of any other factor, which would or might increase the <u>risk</u> of a <u>claim</u> under this clause. If the <u>Managers</u> do not agree to the change in <u>risk</u>, we will not be <u>liable</u> for <u>claims</u> caused or increased by it</b>

5	G1:5.4.2	Loading & unloading of aircraft	G1:5 always excluded risks arising from the Member's actual management, navigation or operation of an aircraft. However this did not include risks under a standard air charter which does not contemplate actual management, navigation or operation and which is in principle subject to the Warsaw or Montreal Convention. It has now been made clear, by amending G1:5.4.2, that the loading and unloading of the aircraft is deemed to be part of the actual operation, and that risks arising from this are therefore excluded.	You <u>charter</u> the <u>aircraft</u> and: a. you do not manage, navigate or operate the <u>aircraft</u> and b. you contract with the <u>aircraft</u> operator on <u>terms</u> which are no more adverse than the Warsaw/Montreal Convention or any compulsorily applicable transport law or convention and c. <b>you do not load or unload the <u>aircraft</u>.</b>
6	G2:7.2	Retrospective cancellation	The longstanding provision, at G2:7.2, that in the event of non-payment of premium (or failure to make a declaration) cover will be cancelled in respect of all preceding account years has been reviewed. Going forward, cover will be cancelled only in respect of the affected account year.	If we do not receive full payment (or the <u>declaration</u> ) by the date specified at 7.1, <b>your insurance for the relevant <u>account year</u> is cancelled immediately and without further formality</b>
7	G2:28.2	Jurisdiction	G2:28.2 is amended to substitute the English courts for London arbitration in the case of disputes under the wordings which cannot be resolved amicably. This is to bring the Club into line with many other mutual insurers and to improve efficiency and cost effectiveness.	<b>The courts of England shall have exclusive jurisdiction to hear, settle or determine any dispute, controversy or <u>claim</u> (including any non-contractual dispute, controversy or <u>claim</u>) arising out of or in connection with our insurance or other contract between you and us, including any question regarding its existence, validity, formation or termination. For these purposes, we and you irrevocably submit to the jurisdiction of the English courts.</b>
8	G2:29.7	"Pro-rata'd" aggregate limits	A new sub-paragraph is added at G2:29.7, to resolve a possible existing lack of clarity.	<b>Where a limit is expressed as applying in the aggregate it will be adjusted pro rata (up or down) in the case of an <u>account year</u> which lasts for more or less than 12 months</b>
9	G2:37	Accident based insurance	Inserted is a sentence at G2:37 emphasising, what was already implicit, that the Club's insurance is accident based.	<b>Our insurance is accident based.</b> One effect of this is that we only insure you for <u>risks</u> arising from <u>accidents</u> which occur during your <u>period of insurance</u> with us as specified in your <u>certificate</u>

10	J10:2	Operational joint assureds: equipment & property risks	By a slight amendment to J10:2 it has now been made clear that the operational joint assured status may apply to risks under our Carrying and Handling Equipment and Property clauses, as well as to liability risks.	We insure a Joint Assured for <del>liabilities</del> <b>risks</b> arising from the <u>assured's insured</u> services
11	Y1	Definition of "lease"	Last year the definition of "lease" at Y1 was extended to exclude equipment used by the Member's customer for delivery or collection of cargo, provided it is subsequently returned to the Member. This had the effect of widening Third Party liability cover, which excludes property leased by the Member. Therefore the exclusion is now extended to cases where it is intended that the equipment be returned, but in the event it is not returned, in particular because it is lost or stolen.	<u>includes</u> rent, hire and borrow (with or without payment), but excludes: use of your <u>equipment</u> by your <u>customer</u> in connection with collection or delivery of <u>cargo</u> , <b>provided it is intended that the equipment be returned to you following the collection or delivery</b>
12	Y1	Stocktaking	The definition of "stocktaking" has been deleted as being too restrictive on cover. Going forward, the extent, if any, to which we will limit cover where a loss is discovered only on stocktaking will be agreed with a Member where necessary on an individual basis.	<del>Stocktaking counting and recording items which you hold in storage as part of your insured services when the recording or counting is carried out as a routine control measure in order to verify the items</del>