

From the Editor

As we mark the conclusion of the renewal for the 2017/18 policy year, it is opportune to reflect upon the scope of and some key concepts underpinning club cover.



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When the protection clubs, predecessors of the modern protection and indemnity (P&I) clubs, were formed in the latter part of the 19th century, the risks covered were broadly confined to liabilities in respect of loss of life and personal injury, and the risk of running down other vessels which did not fall within the cover of the marine policies then available. Over the course of decades, the scope of club poolable cover has evolved. A perusal of the club's [2017/18 policy year rulebooks](#) reveals how much the list of covered risks has expanded since the formative years of the club.

As the scope of club cover evolved, at least four developments followed, which are addressed in this edition.

First, the emergence and refinement of key concepts underpinning club cover, two of which are the pay-to-be-paid rule and the doctrine of discretionary claims. In this edition, Leanne O'Loughlin revisits the pay-to-be-paid rule, a fundamental feature of club cover, and the inroads that have been made into the rule in recent years. In a separate article, James Bean demystifies the mechanics behind the handling of discretionary claims within the club.

Second, the rules of cover underwent refinement. Whilst in most cases, it is relatively straightforward whether a member's P&I cover will respond to a particular incident, there are occasions when the situation may be less than plain and the precise wordings of the rules need to be re-examined before cover may be confirmed. Sam Kendall-Marsden sheds light on the scope of club cover for wreck removal using several thought-provoking illustrations.

Third, heightened vigilance and pro-activity by the club. The expanding list of covered risks by the club may be attributable in part to the fact that the club monitors and responds in the interest of the membership to changes in world affairs, the manner in which trade is conducted and ongoing developments in legislation. In line with the club's ethos of proactivity and vigilance, Rupert Banks addresses the scope of club cover concerning the growing threat of cyber risks facing our members whilst James Bean and Conor Bays examine recent political developments concerning Brexit and address the related concerns of our membership in respect of cover.

Fourth, heightened levels of service by the club. One manner in which service standards are raised is the increased offerings to our membership both by way of additional non-poolable cover and the offerings of The Standard Syndicate. As to new offerings, Joshila Tailor provides her insight as an underwriter into the syndicate's latest offering of Fine Art and Specie cover. Another manner by which the club raises the bar is in its service delivery which effectively translates club cover into concrete assistance to our members.

The club's high level of service delivery is made possible by its extensive network of service providers who may be called upon to assist at any time and in virtually any part of the world. One such service provider is the CEGA Group which handles more than 40,000 medical assistance emergencies each year worldwide. Jody Baker of CEGA Group shares with our readers how CEGA can and do assist our members as a provider of technical medical assistance.

I wish you happy reading and a happy new 2017/18 policy year!

