

2019/20

# Offshore P&I Rules and Correspondents



Standard  
Club

[www.standard-club.com](http://www.standard-club.com)







**Standard  
Club**

Offshore P&I rules  
for the 2019/20 policy year  
of

**The Standard Club Ltd**

**The Standard Club UK Ltd**

**The Standard Club Asia Ltd**

**The Standard Club Ireland DAC**

**Website: [www.standard-club.com](http://www.standard-club.com)**

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# 01

## The Directors





# 1 The Standard Club

## *Directors*

Mr Cesare d'Amico, Italy

*Chairman*

d'Amico Società di Navigazione SpA

Mr Nicolas Hadjioannou, Greece

*Deputy Chairman*

Alassia Holdings, Inc

Mr Erik Johnsen, United States

*Deputy Chairman*

Sea Ocean Carriers Ltd Pte

Mr Necdet Aksoy, Turkey

Akmar Holding SA

Mr Arthur Bensler, Canada

Teekay Corporation

Mr Philip Clausius, Singapore

Transport Capital Pte Ltd

Mr Carlo Cosimi, Italy

Saipem Spa

Mr Alan Cossar, Bermuda

Bermudian resident director

Mr Luigi D'Amato, Italy

Fratelli D'Amato SpA

Mr Ronald Forest, United States

Matson Navigation Co Inc

Mr Alistair Groom, United Kingdom

Mr Jeremy Grose, United Kingdom

Manager

Mr Bhumindr Harinsuit, Thailand

The Harinsuit Transport Co Ltd

Mr Lars Henneberg, Denmark

A.P. Moller-Maersk

Mr Karl Howarth, United Kingdom

P&O Ferries

Mr Barnabas Hurst-Bannister,

United Kingdom

Dr Gunther Jaegers, Germany

Reederei Jaegers GmbH

Mrs Harjeet Kaur Joshi, India

Shipping Corporation of India Ltd

Mr David Koo, Hong Kong

Valles Steamship Co Ltd

Mr Tomomaru Kuroyanagi,

Singapore

Kumiai Navigation (Pte) Ltd

Mr Emanuele Lauro, Monaco

Scorpio Group

Mr David Marock, United Kingdom

Manager

Mr Ricardo Menendez, Argentina

Interocean Transportation Inc

Mr Allister Paterson, Canada

CSL Group Inc

Mr Constantine Peraticos, Greece

Pleiades Shipping Agents SA

Ms Marielena Procopiou, Greece

Dynacom

Mr Ken Soerensen, Canada

Algoma Central Corporation

Mr Oivind Tangen, The Netherlands

SBM Offshore

Mr Choo Wee Teo, Singapore

Pacific International Lines (Pte) Ltd

Mr James Woodrow, Singapore

The China Navigation Co Pte Ltd

Dr Chen-Huei Yeh, Taiwan

Kuang Ming Shipping Corp

## The Standard Club UK Ltd

### *Directors*

Mr Alistair Groom, United Kingdom  
*Chairman*

Mr Alan Cossar, Bermuda  
Bermudian resident director

Mr Cesare d'Amico, Italy  
d'Amico Società di Navigazione SpA

Mr Jeremy Grose, United Kingdom  
Manager

Mr Nicolas Hadjioannou, Greece  
Alassia Holdings, Inc

Mr Karl Howarth, United Kingdom  
P&O Ferries

Mr Barnabas Hurst-Bannister,  
United Kingdom

Mr Erik Johnsen, United States  
Sea Ocean Carriers Ltd Pte

Mr David Marock, United Kingdom  
Manager

Mr Ricardo Menendez, Argentina  
Interocean Transportation Inc

## The Standard Club Asia Ltd

### *Directors*

Mr Bhumindr Harinsuit, Thailand  
*Chairman*  
The Harinsuit Transport Co Ltd

Mr Philip Clausius, Singapore  
Transport Capital Pte Ltd

Mr Cesare d'Amico, Italy  
d'Amico Società di Navigazione SpA

Mrs Harjeet Kaur Joshi, India  
Shipping Corporation of India Ltd

Mr David Koo, Hong Kong  
Valles Steamship Co Ltd

Mr Tomomaru Kuroyanagi,  
Singapore  
Kumiai Navigation (Pte) Ltd

Mr Ricardo Menendez, Argentina  
Interocean Transportation Inc

Mr Choo Wee Teo, Singapore  
Pacific International Lines (Pte) Ltd

Mr James Woodrow, Singapore  
The China Navigation Co Pte Ltd

Dr Chen-Huei Yeh, Taiwan  
Kuang Ming Shipping Corp

## The Standard Club Ireland DAC

### *Directors*

Mr Barnabas Hurst-Bannister,  
United Kingdom  
*Chairman*

Mr Michael Brady, Ireland

Mr Cesare d'Amico, Italy  
d'Amico Società di Navigazione SpA

Mr Robert Drummond, Ireland  
Manager

Mr Ciaran McGettrick, Ireland



# 02

## The Managers





## 2 The Managers

### **Bermuda office**

Charles Taylor & Co. (Bermuda)  
Swan Building, 2nd Floor  
26 Victoria Street, Hamilton  
HM 12 Bermuda  
Telephone: +1 441 292 7655

### **London office**

Charles Taylor & Co. Limited  
The Minster Building  
21 Mincing Lane  
London EC3R 7AG  
United Kingdom  
Telephone: +44 20 3320 8888  
Email: [pandi.london@ctplc.com](mailto:pandi.london@ctplc.com)  
Emergency telephone:  
+44 79 3211 3573

### **Piraeus office**

Charles Taylor & Co Limited  
c/o Richard Hogg Lindley (Hellas) Ltd  
85 Akti Miaouli  
Piraeus 185 38  
Greece  
Telephone: +30 210 429 1840/  
1850/1860  
Email: [pandi.piraeus@ctplc.com](mailto:pandi.piraeus@ctplc.com)  
Emergency telephone:  
+30 694 794 0096

### **New York office**

Charles Taylor P&I Management  
(Americas), Inc  
180 Maiden Lane  
Suite 6A  
New York, NY 10038  
United States of America  
Telephone: +1 212 809 8085  
Email: [pandi.newyork@ctplc.com](mailto:pandi.newyork@ctplc.com)

### **Dublin office**

Fitzwilliam Hall, Fitzwilliam Place  
Dublin 2  
Ireland  
Telephone: +353 1 669 4884  
Email: [pandi.dublin@ctplc.com](mailto:pandi.dublin@ctplc.com)

### **Singapore office**

Charles Taylor Mutual  
Management (Asia) Pte. Limited  
140 Cecil Street,  
#16-00A PIL Building  
Singapore 069540  
Telephone: +65 6506 2896  
Email: [pandi.singapore@ctplc.com](mailto:pandi.singapore@ctplc.com)  
Emergency telephone:  
+65 6506 2800

### **Hong Kong office**

Charles Taylor Mutual  
Management (Asia) Pte. Limited  
(Hong Kong Branch)  
Room 710, 7/F.,  
CC Wu Building  
302-308 Hennessy Road  
Wanchai  
Hong Kong  
Telephone: +852 2399 6120  
Email: [pandi.hongkong@ctplc.com](mailto:pandi.hongkong@ctplc.com)  
Emergency telephone:  
+852 6135 5776

**Emergency telephone: +44 79 3211 3573**

## Bermuda

---

Andy McComb – General Manager & Group Compliance Officer andy.mccomb@ctplc.com	o: +1 441 278 7700 m: +1 441 505 8495
Roxeen White – Vice President roxeen.white@ctplc.com	o: +1 441 278 7712 m: +1 441 505 4832

## London

---

Jeremy Grose – Chief Executive jeremy.grose@ctplc.com	o: +44 20 3320 8835 m: +44 79 3211 3594
James Bean – Managing Director james.bean@ctplc.com	o: +44 20 3320 8811 m: +44 79 1776 0820

### Claims

---

Sam Kendall-Marsden – Director of Claims sam.kendall-marsden@ctplc.com	o: +44 20 3320 8876 m: +44 78 2785 0655
---	--

### Underwriting & Reinsurance

---

John Reily – Director of Underwriting john.reily@ctplc.com	o: +44 20 3320 8838 m: +44 77 1286 5750
Mark Collins – Deputy Director of Underwriting mark.collins@ctplc.com	o: +44 20 3320 8851 m: +44 77 1287 1315
Stuart Capewell – Reinsurance Director stuart.capewell@ctplc.com	o: +44 20 3320 8849 m: +44 79 8136 2254
Andy Cunningham – Reinsurance Operations Director andy.cunningham@ctplc.com	o: +44 20 3320 8808 m: +44 78 2730 2445
Claire Wheeler – Underwriting Operations Director claire.wheeler@ctplc.com	o: +44 20 3320 8880 m: +44 77 9583 7940

### Strategy & Change Management

---

Dipo Oyewole – Performance & Strategy Director dipo.oyewole@ctplc.com	o: +44 20 7522 7457 m: +44 78 8047 3950
Barbara Jennings – Director of Change Management barbara.jennings@ctplc.com	o: +44 20 3320 8830 m: +44 77 7551 5877

## Marketing

---

Emma Newton – Senior Marketing Business Partner o: +44 20 3320 8977  
emma.newton@ctplc.com m: +44 78 2505 4808

---

## Risk Management

---

Grant McManus – Chief Risk Officer o: +44 20 3320 8821  
grant.mcmanus@ctplc.com m: +44 77 8547 5232

---

## Compliance & Governance

---

Sue Lawson – Head of Compliance & Governance o: +44 20 7767 2714  
sue.lawson@ctplc.com m: +44 78 2685 9134

---

## Finance & Secretariat

---

Nick Jelley – Chief Financial Officer o: +44 20 3320 8845  
nick.jelley@ctplc.com m: +44 78 2655 2861

---

Andrew Newman – Actuarial Director o: +44 20 3320 8981  
andrew.newman@ctplc.com m: +44 79 1999 5446

---

Nicola Podmore – Company Secretary o: +44 20 7767 2770  
nicola.podmore@ctplc.com m: +44 74 6991 6721

---

## Loss Prevention

---

Yves Vandeborn – Director of Loss Prevention o: +65 6506 2852  
yves.vandeborn@ctplc.com m: +65 9879 8606

---

John Dolan – Deputy Director of Loss Prevention o: +44 20 7522 7531  
john.dolan@ctplc.com m: +44 79 1957 1011

---

Julian Hines – Loss Prevention Manager o: +44 20 3320 8812  
julian.hines@ctplc.com m: +44 79 2013 5078

---

Clive Rees – Senior Surveyor o: +44 20 7522 7486  
clive.rees@ctplc.com m: +44 78 2782 5709

---

Kirk McGregor – Marine Surveyor o: +44 20 7680 5626  
kirk.mcgregor@ctplc.com m: +44 75 0099 8901

---

Tim Prior – Marine Surveyor o: +44 20 3320 8987  
tim.prior@ctplc.com m: +44 78 2352 1087

---

Jennifer Bellsham – Loss Prevention Administrator o: +44 20 7522 7509  
s&ladmin@ctplc.com

## European Division

---

Nick Frampton – Head of Division nicholas.frampton@ctplc.com	o: +44 20 3320 8881 m: +44 77 1789 6170
---	--

### Claims

---

Revecca Vasiliou – Divisional Claims Director revecca.vasiliou@ctplc.com	o: +44 20 7680 5619 m: +44 77 8836 4971
---	--

---

Ewa Szteinduchert – Divisional Claims Director ewa.szteinduchert@ctplc.com	o: +44 20 7680 5657 m: +44 77 6928 0576
---	--

---

Jamie Green – Claims Director jamie.l.green@ctplc.com	o: +44 20 7680 5611 m: +44 75 0012 1706
--	--

---

Torbjorn Claesson – Senior Claims Executive torbjorn.claesson@ctplc.com	o: +44 20 3320 2290 m: +44 79 2059 0311
--	--

---

Anastasia Alexaki – Claims Executive anastasia.alexaki@ctplc.com	o: +44 20 7680 5608 m: +44 78 8082 2433
---	--

---

Danielle Anderson – Claims Executive danielle.j.anderson@ctplc.com	o: +44 20 3320 2268 m: +44 78 2521 8065
---	--

---

Matt Bevan – Claims Executive matt.bevan@ctplc.com	o: +44 20 7522 7514 m: +44 77 6893 6437
---	--

---

Lisa Jenkins – Claims Executive lisa.jenkins@ctplc.com	o: +44 20 3320 7442 m: +44 78 8751 2146
---	--

---

Anna Kalogianni – Claims Executive anna.kalogianni@ctplc.com	o: +44 20 7522 6464 m: +44 75 5113 1073
---	--

---

Johanna Laban – Claims Executive johanna.laban@ctplc.com	o: +44 20 3320 2305 m: +44 79 2027 1147
---	--

### Underwriting

---

James Booker – Underwriting Director james.booker@ctplc.com	o: +44 20 7522 7537 m: +44 73 4208 6836
--	--

---

Ben Burkard – Underwriting Director ben.burkard@ctplc.com	o: +44 20 3320 2301 m: +44 78 8423 3649
--	--

---

Nicola Jones – Underwriting Director nicola.jones@ctplc.com	o: +44 20 7767 2905 m: +44 78 2579 2380
--	--

---

Jamie Green – Underwriter jamie.green@ctplc.com	o: +44 20 7680 5653 m: +44 79 1954 6429
--	--

---

Rhys O'Neill – Underwriter rhys.oneill@ctplc.com	o: +44 20 7522 7452 m: +44 74 7114 1474
---	--

Callum O'Brien – Deputy Underwriter callum.obrien@ctplc.com	o: +44 20 7522 7578 m: +44 78 2708 3596
Daysie Whitmore – Deputy Underwriter daysie.whitmore@ctplc.com	o: +44 20 7522 2236 m: +44 75 5717 3704

### **Claims – Piraeus**

Philip Stephenson – Regional Claims Director philip.stephenson@ctplc.com	o: +30 21 0429 1864 m: +30 69 4794 0096
Anna Doumeni – Claims Director anna.doumeni@ctplc.com	o: +30 21 0429 1842 m: +30 69 5100 6764
Harris Papaspyropoulos – Senior Claims Executive harris.papaspyropoulos@ctplc.com	o: +30 210 429 1861 m: +30 697 759 8427
Ruth Dresser – Claims Executive ruth.dresser@ctplc.com	o: +30 21 0429 1862 m: +30 69 4472 1422
Gerasimos Kachramanoglou – Claims Executive gerasimos.kachramanoglou@ctplc.com	o: +30 21 0429 1513 m: +30 69 4726 2291
Eva Kelesidou – Claims Executive eva.kelesidou@ctplc.com	o: +30 21 0429 1853 m: +30 69 4158 3682
Christina Soulaki – Claims Executive christina.soulaki@ctplc.com	o: +30 21 0429 1852 m: +30 69 5197 4152

### **International Division**

Eddy Morland – Head of Division eddy.morland@ctplc.com	o: +44 20 3320 8974 m: +44 78 8179 8622
---	--

### **Claims**

Richard Stevens – Divisional Claims Director richard.stevens@ctplc.com	o: +44 20 3320 8825 m: +44 77 7540 6990
Matthew de Plater – Claims Director matthew.deplater@ctplc.com	o: +44 20 3320 8897 m: +44 79 0066 6013
Laura Ronan – Claims Director laura.ronan@ctplc.com	o: +44 20 7522 7592 m: +44 77 7646 1722
Chris Moxon – Senior Claims Executive chris.moxon@ctplc.com	o: +44 20 7522 7447 m: +44 78 8721 0661
Surani Shefras – Senior Claims Executive surani.shefras@ctplc.com	o: +44 20 3320 2314 m: +44 78 2527 4827

Michael Hughes – Claims Executive michael.hughes@ctplc.com	o: +44 20 3320 2224 m: +44 79 2087 8425
William Maitland – Claims Executive william.maitland@ctplc.com	o: +44 20 3320 2239 m: +44 78 2766 1309

---

### **Underwriting**

Colin Fowles – Underwriting Director colin.fowles@ctplc.com	o: +44 20 3320 8850 m: +44 79 1768 8329
Hannah Morris – Underwriting Director hannah.morris@ctplc.com	o: +44 20 3320 8860 m: +44 78 7684 8704
Nick Taylor – Underwriting Director nick.taylor@ctplc.com	o: +44 20 3320 2246 m: +44 75 5477 7484
Oli Wassell – Underwriter oli.wassell@ctplc.com	o: +44 20 7680 5659 m: +44 74 6733 8564
Harriet Foster – Deputy Underwriter harriet.foster@ctplc.com	o: +44 20 7522 7556 m: +44 75 8588 2799

---

### **Claims – New York**

Leanne O’Loughlin – President/Regional Claims Director leanne.oloughlin@ctplc.com	o: +1 646 753 9021 m: +1 646 321 1494
LeRoy Lambert – General Counsel leroy.lambert@ctplc.com	o: +1 646 753 9020 m: +1 973 444 2683
Rebecca Hamra – Claims Director rebecca.hamra@ctplc.com	o: +1 646 753 9022 m: +1 646 321 2146
Clement Lehembre – Claims Executive clement.lehembre@ctplc.com	o: +1 646 753 9023 m: +1 917 412 1773

---

### **Offshore Division**

John Croucher – Head of Division john.croucher@ctplc.com	o: +44 20 3320 8879 m: +44 79 1746 4693
---	--

---

### **Claims**

Ursula O’Donnell – Divisional Claims Director ursula.odonnell@ctplc.com	o: +44 20 3320 8813 m: +44 78 2459 0271
Sarah Wallace – Claims Director sarah.wallace@ctplc.com	o: +44 20 3320 8900 m: +44 77 6888 8556



James Addison – Senior Claims Executive james.addison@ctplc.com	o: +44 20 3320 8829 m: +44 78 2799 1041
Brett Hosking – Senior Claims Executive brett.hosking@ctplc.com	o: +44 20 3320 8956 m: +44 78 2505 5441
Angeles Aguado – Claims Executive angeles.aguado@ctplc.com	o: +44 20 7522 6484 m: +44 78 2724 5922
Cristine Christodoulou – Claims Executive cristine.christodoulou@ctplc.com	o: +44 20 7522 7507 m: +44 77 8022 4287

### **Underwriting**

Ian Billington – Underwriting Director ian.billington@ctplc.com	o: +44 20 3320 2229 m: +44 78 2554 6228
Joseph Divis – Underwriting Director joseph.divis@ctplc.com	o: +44 20 3320 8806 m: +44 75 8590 2091
Sian Dinnadge – Underwriter sian.dinnadge@ctplc.com	o: +44 20 3320 8967 m: +44 78 8009 6236
Tom Williams – Underwriter tom.williams@ctplc.com	o: +44 20 3320 8965 m: +44 79 2029 8883
George Atkins – Deputy Underwriter george.atkins@ctplc.com	o: +44 20 7522 7536
Hannah Griffiths – Deputy Underwriter hannah.griffiths@ctplc.com	o: +44 20 3320 8846 m: +44 79 0011 1217

### **Dublin**

Robert Drummond – Managing Director robert.drummond@ctplc.com	o: +353 1 669 4884 m: +44 77 1287 4482
Peter Bernie – Finance Director peter.bernie@ctplc.com	o: +353 1 669 4884 m: +44 78 3656 7490
David Williams, Business Development Officer david.williams@ctplc.com	o: +353 1 669 4884 m: +44 7920 205 940

## Singapore

---

David Roberts – Managing Director	o:	+65 6506 2889
david.roberts@ctplc.com	m:	+65 8518 1103
<hr/>		
Darren Ee – Operations Director	o:	+65 6506 2352
darren.ee@ctplc.com	m:	+65 9620 2841

### Claims

---

Rupert Banks – Regional Claims Director	o:	+65 6506 2882
rupert.banks@ctplc.com	m:	+65 9624 5797
<hr/>		
Shang Doe Shim – Deputy Regional Claims Director	o:	+65 6506 2884
shangdoe.shim@ctplc.com	m:	+65 9727 7519
<hr/>		
Niccole Lian – Claims Director	o:	+65 6506 2857
niccole.lian@ctplc.com	m:	+65 9661 2510
<hr/>		
Jason Wee – Claims Director	o:	+65 6506 2875
jason.wee@ctplc.com	m:	+65 9296 5850
<hr/>		
Elisabeth Birch – Senior Claims Executive	o:	+65 6506 2867
elisabeth.birch@ctplc.com	m:	+65 8876 1608
<hr/>		
Ben Chandler – Senior Claims Executive	o:	+65 6506 2858
ben.chandler@ctplc.com	m:	+65 8428 2950
<hr/>		
Nick Dimokidis – Senior Claims Executive	o:	+65 6506 2880
nick.dimokidis@ctplc.com	m:	+65 9298 8387
<hr/>		
Nicholas Mavrias – Senior Claims Executive	o:	+65 6506 2802
nicholas.mavrias@ctplc.com	m:	+65 9127 6671
<hr/>		
Ji Young Kim – Claims Executive	o:	+65 6506 2887
jiyoung.kim@ctplc.com	m:	+65 9030 7329
<hr/>		
Giorgio De Rosa – Claims Executive	o:	+65 6506 2801
giorgio.derosa@ctplc.com	m:	+65 9171 1745

### Underwriting

---

Jack Marriott-Smalley – Regional Underwriting Director	o:	+65 6506 2808
jack.marriott-smalley@ctplc.com	m:	+65 9171 3723
<hr/>		
Edward Atkins – Underwriter	o:	+65 6506 1942
edward.atkins@ctplc.com	m:	+65 9298 3779
<hr/>		
Jessie Heo – Underwriter	o:	+65 6506 2864
jessie.heo@ctplc.com	m:	+65 9128 2716

---

## **Loss Prevention**

---

Yves Vandeborn – Director of Loss Prevention yves.vandeborn@ctplc.com	o: +65 6506 2852 m: +65 9879 8606
Akshat Arora – Senior Surveyor akshat.arora@ctplc.com	o: +65 6506 2809 m: +65 9771 9216
Rahul Sapra – Senior Surveyor rahul.sapra@ctplc.com	o: +65 6506 1435 m: +65 9178 2974

## **Hong Kong**

---

### **The Standard Club Asia Ltd (Hong Kong Branch)**

---

Michael Turnbull – Chief Executive Officer michael.turnbull@ctplc.com	o: +852 2399 6131 m: +852 6053 9575
--	--

### **Charles Taylor Mutual Management (Asia) Pte. Limited (Hong Kong Branch) Claims**

---

Lucinda Liu – Claims Manager lucinda.liu@ctplc.com	o: +852 2399 6123 m: +852 6074 7903
Marija Pospisil – Senior Claims Executive marija.pospisil@ctplc.com	o: +852 2399 6129 m: +852 6396 5251
Dan Song – Claims Executive dan.song@ctplc.com	o: +852 2399 6122 m: +852 5321 1700

### **Underwriting**

---

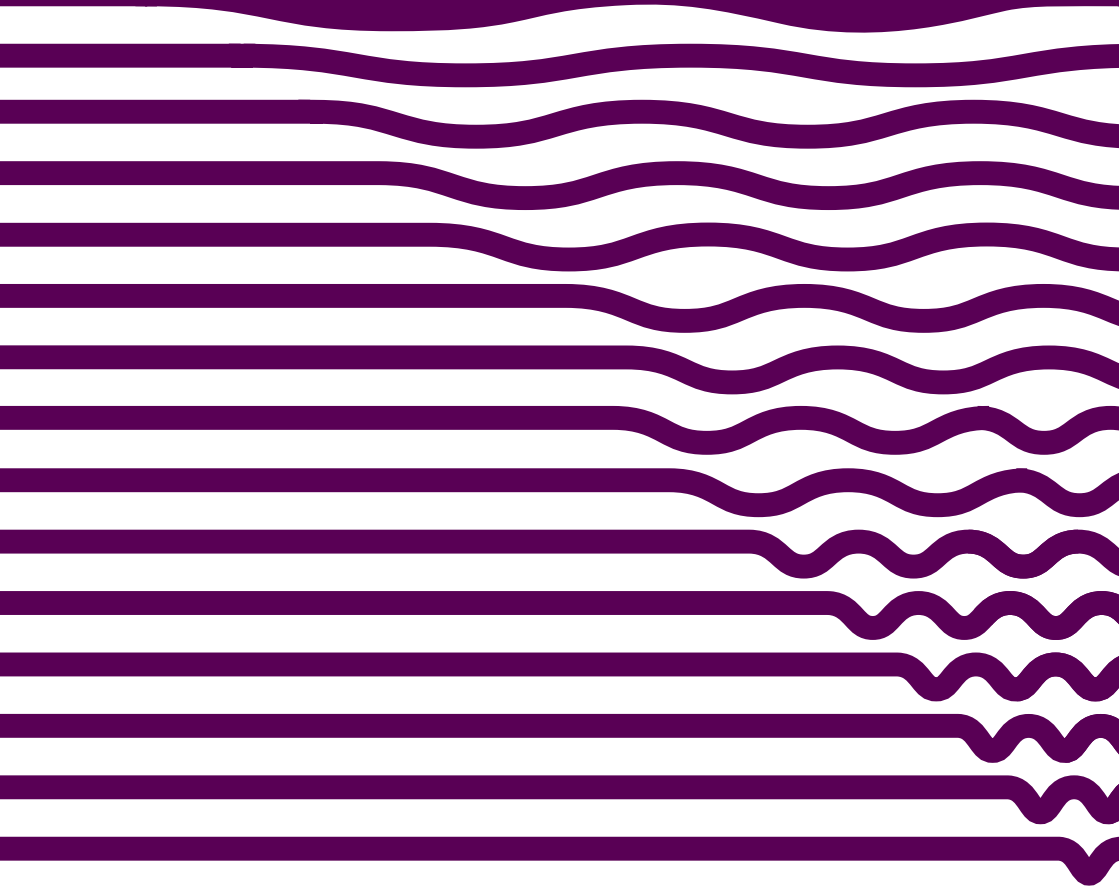
Katherine Wan – Underwriter katherine.wan@ctplc.com	o: +852 2399 6127 m: +852 6821 2985
--	--

For up to date contact details, refer to [www.standard-club.com](http://www.standard-club.com)



# 03

## Offshore Rules





## SECTION A: INSURANCE

- 1.1** These rules, which are subject to the articles, contain the terms upon which offshore P&I cover is given by the club.
- 1.2** The risks against which a member is insured are set out in rule 3.
- 1.3.1** A member may be insured in respect of risks other than those set out in rule 3, or in respect of risks otherwise excluded, where such risks have been agreed by the managers.
- 1.3.2** Any such risks are covered subject to the terms, conditions, limitations and exclusions of these rules.
- 1.3.3** The managers may reinsure any risk and, in the event that such reinsurance is arranged, the member is entitled to recover from the club only the net amount actually recovered under such reinsurance together with that portion of the risk retained by the club, whether or not the member has notice of such reinsurance, its terms or the identity of the reinsurers.
- 1.4** No act, omission, course of dealing or forbearance or reimbursement by the club shall be treated as any evidence of a waiver of the club's rights under these rules.
- 1.5.1** These rules and any contract of insurance between the club and any insured party are governed by and construed in accordance with English law. In particular, they are subject to and incorporate the Marine Insurance Act 1906 and, upon its entry into force, the Insurance Act 2015 and any statutory modifications thereto unless such Acts or modifications may have been excluded by these rules or by any term of such contract.
- 1.5.2** The following provisions of the Insurance Act 2015 ('the Act') are excluded from the rules and any contract of insurance as follows:
- (1)** Section 8 and Section 14 of the Act are excluded. As a result, any breach of the duty of fair presentation and/or the duty of utmost good faith shall entitle the club to avoid the policy in all circumstances.
  - (2)** Section 10 of the Act is excluded. As a result, if the member or any insured party fails to comply with any warranty in these rules or any contract of insurance, the club shall be discharged from liability from the date of the breach even if the breach is subsequently remedied.
  - (3)** Section 11 of the Act is excluded. As a result, if the member or any insured party fails to comply with any term in these rules or any contract of insurance, the club's liability may be excluded, limited or discharged in accordance with these rules notwithstanding that the breach could not have increased the risk of the loss which actually occurred.
  - (4)** Section 13 of the Act is excluded. As a result, the club shall be entitled to exercise its right to terminate the contract of insurance in respect of the member and all insured parties in the event that a fraudulent claim is submitted by or on behalf of the member and/or any insured party and/or any affiliated or associated company of the member.

**(5)** Section 13(A) of the Act is excluded. As a result, these rules or any contract of insurance between the club, the member and any insured party shall not be subject to any implied term that the club will pay any sums due in respect of a claim within a reasonable time save that the club may not deliberately or recklessly fail to do so.

**1.6** The terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in rule 6.11.



## SECTION B: SCOPE OF COVER

- 2.1** The liabilities in respect of which a member is insured by the club are set out in rule 3 and must have arisen by reason of the member's interest in the unit, out of events occurring during the period of the unit's entry in the club and in connection with the operation of the unit (including activity at one or more supply bases, and transport between the unit and a supply base or a port or an airport in the vicinity of the base). The board may determine whether claims shall be deemed to have arisen out of one or more events and when such events shall be deemed to have occurred.
- 2.2** Where such liabilities would not have arisen but for the terms of any contract or indemnity, the contract or indemnity must either correspond to any specific requirements set out in rule 3, or have been approved by the managers.
- 2.3** A member's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in these rules and the certificate of entry.
- 2.4** A member is not insured for any liabilities incurred by him in a capacity other than that in which he has entered into the contract of insurance with the club.

## SECTION C: RISKS COVERED

<b>Crew injury, illness or death</b>	<b>3.1.1</b>	Liabilities in respect of crew injury, illness or death.
<b>Repatriation</b>	<b>3.1.2</b>	Liabilities in respect of crew repatriation. <b>Exclusion to rule 3.1.2</b> Liabilities arising out of the termination of any agreement, or the sale of the unit, or any other act of the member in respect of the unit, unless the board considers that such termination or other act was necessary in the interests of the safety of the unit or crew, or the proper running of the unit.
<b>Substitute expenses</b>	<b>3.1.3</b>	Expenses necessarily incurred in sending substitutes to replace crew who have died, are incapacitated or who have been left ashore in consequence of injury, illness or desertion. Wages are only recoverable when payable to substitutes while awaiting and during repatriation.
<b>Loss of effects</b>	<b>3.1.4</b>	Loss of crew effects, excluding valuables.
<b>Shipwreck unemployment indemnity</b>	<b>3.1.5</b>	Wages or other compensation payable to crew arising out of the actual or constructive total loss of the unit.
<b>Port expenses</b>	<b>3.1.6</b>	Port and other charges as set out in rule 3.3 incurred in relation to crew.
<b>Third parties</b>	<b>3.2</b>	Liabilities in respect of the injury, illness or death of any person other than crew.
<b>Stowaways and refugees: port charges</b>	<b>3.3</b>	Port and other charges solely incurred for the purpose of landing stowaways or refugees, or others saved at sea, or, with the agreement of the managers, a deceased person, or landing or securing the necessary treatment for an injured or sick person, other than crew, including the net loss to the member in respect of fuel, insurance, wages, stores and provisions incurred for such purpose.
<b>Collision</b>	<b>3.4.1</b>	Liabilities arising out of a collision, if and to the extent that such liabilities are not covered under the hull policies, including that part of the member's collision liability which exceeds the sum recoverable under the hull policies solely by reason of such liability exceeding the valuation of the unit in those policies. However, the board may determine the proper value (being the market value of the unit without commitment) for which the unit should have been insured under the hull policies, and the club shall pay only the excess of the amount which would have been recoverable if the unit had been insured thereunder at such value.
	<b>3.4.2</b>	There will be no recovery from the club insofar as such collision liabilities are not recoverable under the hull policies by reason of any breach of such policies.

## Damage to other ships (other than by collision)

**3.4.3** If the other ship and the unit are both to blame then, unless the liability of the owners of one or both of them becomes limited by law, claims shall be settled upon the principle of cross-liabilities.

**3.5** Liabilities for loss of or damage to, delay to, interference with rights in relation to, or liability for salvage or wreck removal costs incurred in respect of, a ship or any cargo or other property therein caused other than by collision with the unit.

### Exclusions to rule 3.5

- (1) Liabilities in respect of any property owned or leased by the member.
- (2) Liabilities which are within the scope of cover provided under rule 3.4.

## Pollution

**3.6.1** Liabilities arising out of the discharge or escape of any substance from the unit, including the costs of any measures reasonably taken for the purpose of avoiding or minimising any resulting loss, damage or contamination or cleaning up any resulting pollution, together with liability for any loss of or damage to property caused by any measures so taken.

**3.6.2** The costs of any measures reasonably taken to prevent an imminent danger of the discharge or escape of any substance from the unit.

### Exclusion to rules 3.6.1 and 3.6.2

There shall be no recovery unless the liabilities have arisen under statute, general law, contract, a voluntary agreement assuming strict liability, a salvage agreement to compensate salvors for work done or out of measures taken to prevent or reduce pollution or the risk thereof by the escape from the unit of any substance.

**3.6.3** Liabilities incurred after the unit has become a wreck arising from the discharge or escape from such wreck of any substance.

**3.6.4** Liabilities in respect of pollution where such liabilities arise under rules 3.4, 3.5, 3.7, 3.8 and 3.11.

**3.6.5** Fines imposed on the member or upon any other person whom he reasonably reimburses or is legally liable to indemnify in respect of the accidental discharge or escape of any substance arising from risks covered under rules 3.6.1, 3.6.3 and 3.6.4, but:

- (1) only to the extent that the member has satisfied the board that he took all such steps as appear to the board to be reasonable to avoid the event giving rise to the fine; and
- (2) any amounts claimed in respect of such fine are recoverable only to the extent that the board may determine.

### Exclusion to rules 3.6.4 and 3.6.5

Unless the board otherwise determines, there shall be no recovery in respect of any liability incurred more than two years after the unit became a wreck.

### Exclusion to rule 3.6.5

Unless the board otherwise determines, there shall be no recovery in respect of a fine imposed for or arising out of:

- (1) any personal act or default on the part of the member or his managers
- (2) wilful misconduct on the part of any person unless the member has been compelled by law to pay the fine.

**Exclusions to rule 3.6**

There shall be no recovery in respect of:

- (1) liabilities which are recoverable under the hull policies or any other insurance
- (2) liabilities including fines and any consequential losses arising therefrom which arise out of:
  - a pollution from the hole or well or subsea or subsurface operation in respect of which the unit is employed or utilised other than pollution from the unit and measures taken to avert or minimise such liabilities;
  - b subsea or subsurface or underground pollution other than pollution from the unit;
  - c the discharge or escape of any substance from any riser, flowline, umbilical, floating hose, buoyancy float or tank or mooring system connected to the unit or out of measures to avert or minimise such liabilities unless such riser, flowline, umbilical, floating hose, buoyancy float or tank or mooring system is part of the unit as defined
- (3) liabilities, including fines, loss or damage including, without limitation, liability for the cost of any remedial works or clean-up operations, arising as a result of the presence in, or the escape or discharge or threat of escape or discharge from, any land based dump, site, storage or disposal facility of any substance previously carried on the unit whether as cargo, fuel, stores or waste and whether at any time mixed in whole or in part with any other substance whatsoever.
- (4) liabilities including fines and any consequential losses arising therefrom which arise out of any oil pollution incident within the United States Exclusive Economic Zone, unless otherwise agreed by the managers.

**Damage to property (other than by pollution)**

- 3.7** Liabilities for loss of or damage to, or interference with rights in relation to, any property not being a ship or any cargo or other property therein or the cargo or other property intended to be or being or having been carried in the unit.

**Exclusions to rule 3.7**

- (1) Liabilities in respect of any property owned or leased by the member.
- (2) Liabilities which are within the scope of cover provided under rule 3.4.

## **Wreck liabilities**

- 3.8.1** Liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the unit or any property on board. The value of the wreck and all property saved must be deducted from any reimbursement and only the balance is recoverable.
- 3.8.2** Liabilities resulting from the actual or attempted raising, removal or destruction of the wreck of the unit or property on board.
- 3.8.3** Liabilities for or incidental to the raising, removal, destruction, lighting or marking of the drill string, blow-out preventer, blow-out preventer stack, diverter or marine riser or any part thereof owned or leased by the member which has been lost or deposited on the seabed as a result of a casualty and which is not in or connected to any hole or well (hereafter 'additional drilling equipment').
- 3.8.4** Liabilities resulting from the presence or involuntary shifting of the wreck of the unit or property on board caused by the casualty which led to the loss of the unit.

### **Exclusions to rule 3.8**

- (1)** There shall be no recovery if the member has, without the agreement of the managers, transferred his interest in the wreck other than by abandonment, at any time after the unit became a wreck.
- (2)** There shall be no recovery unless the raising, removal, destruction, lighting or marking of the wreck of the unit, property on board or additional drilling equipment was compulsory by law or legally recoverable from the member under contract, or was undertaken with the agreement of the managers.
- (3)** Unless the board otherwise determines, a member is not entitled to reimbursement in respect of any liability unless he took reasonable measures to raise, remove, destroy, light or mark the wreck of the unit, property on board or additional drilling equipment.
- (4)** There shall be no recovery for any liabilities for or relating to clean-up of debris, tools, machinery or equipment lost or deposited on the seabed during operations, save to the extent recoverable under rules 3.8.1 to 3.8.4 above.
- (5)** Unless the board otherwise determines, there shall be no recovery in respect of any liability incurred more than two years after the unit, property on board or additional drilling equipment became a wreck.
- (6)** There shall be no recovery in respect of loss of or damage to any property belonging to or the legal responsibility of any person employing the unit pursuant to any contract and any other party having an owning interest in the concession, prospect or field in respect of which the unit is employed or utilised where the liability arises in connection with a hole or well or subsea or subsurface operation in respect of which the unit is employed or utilised.

- (7) Unless the board otherwise determines, there shall be no recovery unless the member has contracted for removal of the wreck on terms which have been approved by the managers.
- (8) There shall be no recovery in respect of liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the unit unless the unit became a wreck as a result of a casualty. For the purpose of this rule, 'casualty' means collision, stranding, explosion, fire or similar fortuitous event, but excludes any wreck caused by dereliction or neglect.

**Fines**

- 3.9** Fines, other than fines arising from risks covered under rule 3.6, imposed on the member or upon any other person whom he reasonably reimburses or is legally liable to indemnify, but:
- (1) only insofar as the board considers the fine to be within the scope of club cover; and
  - (2) only to the extent that the member has satisfied the board that he took all such steps as appear to the board to be reasonable to avoid the event giving rise to the fine; and
  - (3) any amounts claimed in respect of such fine are recoverable only to the extent that the board may determine.

**Enquiry expenses**

- 3.10** Costs and expenses incurred in protecting a member's interests before a formal enquiry into a casualty to the unit where, in the opinion of the managers, a claim upon the club is likely to arise, or in other cases as the board determines.

**Sue and labour**

- 3.11** Extraordinary costs and expenses, including legal, survey, expert and correspondent fees, reasonably incurred on or after the occurrence of any event liable to give rise to a claim upon the club and incurred solely for the purpose of avoiding or minimising any liability against which the member is insured by the club, but only to the extent that those costs and expenses have been incurred with the prior agreement of the managers, or to the extent that the board determines.

**Exclusion to rule 3.11**

Unless the managers or the board otherwise decide, there shall be deducted from such costs and expenses the deductible which would have been applicable had the liability or expenditure against which the member is insured by the club been incurred.

**Omnibus**

- 3.12** Any liabilities which the board may determine to be within the scope of club cover, but only to the extent that it decides that the member shall recover from the club.

## SECTION D: EXCLUDED RISKS

### Risks covered by hull and war risks policies

**4.1** Unless otherwise agreed by the managers, there shall be no recovery from the club in respect of any liabilities which would be recoverable from underwriters if the unit were, at the time of the incident giving rise to such liabilities, fully insured under hull policies on terms equivalent to those of the usual Lloyd's marine policy with the Institute Time Clauses (Hulls) 1.10.83 attached or on terms approved by the managers or to the extent that the unit was fully insured to a proper value (being the market value of the unit without commitment) under a P&I war risks policy including piracy risks. The board may determine the proper value for which the unit should have been insured under the P&I war risks policy. Unless otherwise agreed by the managers, there shall be no recovery in respect of any franchise or deductible borne by the member under such policies.

### Double insurance

**4.2** Unless otherwise agreed by the managers, there shall be no recovery in respect of any liabilities recoverable under any other insurance or which would have been so recoverable:

- (1) apart from any terms in such other insurance excluding or limiting liability on the ground of double insurance; and
- (2) if the unit had not been entered in the club with cover for the risks set out in these rules.

### War risks

**4.3** Unless otherwise agreed by the managers, there shall be no recovery in respect of any liabilities, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents, incurred as a result of:

- (1) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power, or any act of terrorism;
- (2) capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- (3) mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war, save that this exclusion does not apply to liabilities which arise solely by reason of:
  - a the transport of any such weapons whether on board the unit or not; or
  - b the use of any such weapons, either as a result of government order or with the agreement of the board or the managers, where the reason for such use was the avoidance or mitigation of liabilities which would otherwise fall within the cover given by the club.

In the event of any dispute as to whether or not any act constitutes an act of terrorism, the decision of the board shall be final.

**4.4** Notwithstanding the exclusions in rules 4.3, 4.7 and 4.8, the club will discharge on behalf of the member liabilities arising under a demand made pursuant to the issue by the club on behalf of the member of:

- (1) a certificate in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 and 1992 or any amendments thereof; or
- (2) a certificate in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001; or

- (3) a certificate in compliance with Article 12 of the Nairobi International Convention on the Removal of Wrecks 2007; or
  - (4) a certificate in compliance with Regulation 2.5.2, Standard A2.5.2 and Regulation 4.2, Standard A4.2.1, paragraph 1(b) of the Maritime Labour Convention 2006 (MLC 2006) or domestic legislation by a state party implementing MLC 2006; or
  - (5) any other guarantee, certificate or undertaking issued by the club pursuant to any statute, convention, treaty or law.
- 4.5** The member shall indemnify the club to the extent that any payment under any such guarantee, undertaking or certificate is not recoverable from the club for any reason whatsoever.
- 4.6** The member agrees that any payment by the club under any such guarantee, undertaking or certificate shall, to the extent of any amount recovered under any policy of insurance or additional cover provided by the club, be by way of loan and there shall be assigned to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any third party.
- Radioactive contamination** **4.7** There shall be no recovery in respect of any liabilities, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents, directly or indirectly caused by or arising from:
- (1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
  - (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
  - (3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
- other than liabilities arising out of carriage of 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the unit, and such further exceptions as the managers may approve.
- Chemical, bio-chemical, electromagnetic weapons and computer virus** **4.8** There shall be no recovery in respect of any liabilities directly or indirectly caused by or contributed to by or arising from:
- (1) any chemical, biological, bio-chemical or electromagnetic weapon;
  - (2) the use or operation, as a means for inflicting harm, of any computer virus.
- Unlawful sanctionable and hazardous trades** **4.9** No claim is recoverable if it arises out of or is consequent upon the unit blockade-running or being employed in an unlawful, prohibited or sanctionable carriage, trade, voyage or operation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable or if the board determines that the carriage, trade, voyage or operation was imprudent, unsafe, unduly hazardous or improper.



## SECTION E: EXCLUDED LOSSES

	<b>5</b>	Except as provided in this rule or otherwise agreed by the managers, there shall be no recovery in respect of:
<b>Hull damage</b>	<b>5.1</b>	Loss of or damage to the unit or any part thereof.
<b>Equipment damage</b>	<b>5.2</b>	Loss of or damage to any equipment, containers, lashings, stores, or fuel on board the unit to the extent that they are owned or leased by the member or any associated company.
<b>Repairs</b>	<b>5.3</b>	The cost of repairs to the unit or any charges or expenses in connection therewith.
<b>Loss of hire</b>	<b>5.4</b>	Loss of freight, hire, time, market, production, profit or any other direct or indirect losses whatsoever or any proportion thereof in relation to the unit.
<b>Detention</b>	<b>5.5.1</b>	Loss arising out of demurrage on, detention of, or delay to the unit or, except as provided for in rules 3.1.6 and 3.3, running costs of the unit.
	<b>5.5.2</b>	Liabilities arising out of arrest or detention of or delay to the unit pursuant to a claim against the member liability for which is not covered under the rules.
<b>Cancellation</b>	<b>5.6</b>	Loss arising out of the cancellation of any contract or engagement in relation to the unit.
<b>Bad debts</b>	<b>5.7</b>	Loss arising out of irrecoverable debts or the insolvency of any person.
<b>Salvage</b>	<b>5.8.1</b>	Salvage or other services in the nature of salvage provided to the unit, and any liabilities in connection therewith, other than such as may be covered under rule 3.6.
	<b>5.8.2</b>	Liabilities arising out of salvage operations (including wreck removal) conducted by the unit or provided by a member other than liabilities arising out of salvage operations conducted by the unit for the purpose of saving or attempting to save life at sea.
<b>Specialist operations, underwater vehicles and divers</b>	<b>5.9</b>	Liabilities incurred by a member in connection with any claim, including any consequential losses arising therefrom, brought against him arising out of: <ol style="list-style-type: none"><li><b>(1)</b> the failure by the member to perform any work or the fitness for purpose and quality of the member's work, products or services, including any defect in the member's work, products or services; or</li><li><b>(2)</b> any loss of or damage to the contract work; or</li><li><b>(3)</b> the operation by the member of underwater vehicles unless included within the description of the unit; or</li><li><b>(4)</b> the activities of professional or commercial divers where the member is responsible for such activities, other than:<ol style="list-style-type: none"><li><b>a</b> activities arising out of salvage operations being conducted by the unit, where the divers form part of the crew of the unit (or of diving bells or other similar equipment or craft operating from the unit), and where the member is responsible for the activity of such divers; or</li></ol></li></ol>

- b** incidental diving operations carried out in relation to the inspection, repair or maintenance of the unit or in relation to damage caused by the unit;

unless otherwise agreed with the managers.

**Pollution**            **5.10**    Liabilities arising out of the actual, or threatened, escape or discharge of any substance save as provided for in rule 3.6.

**Blow-out and control of well**    **5.11**    Liabilities arising from or relating to:

- (1)** the control, or regaining of control, of a hole or well;
- (2)** loss of or damage to or costs of reinstatement of a hole, well or reservoir;
- (3)** blow-out, cratering, or any other uncontrolled flow, discharge or escape of oil, gas or any other substance from holes, wells or reservoirs including any flow, discharge or escape thereof from the unit, other than:
  - (a)** injury, illness or death under rules 3.1 and 3.2
  - (b)** collision liabilities under rule 3.4
  - (c)** wreck liabilities under rule 3.8
  - (d)** pollution liabilities under rule 3.6 arising from the discharge or escape of any oil, gas or other substance contained within the unit immediately prior to the commencement of such blow-out, cratering or uncontrolled flow
  - (e)** enquiry expenses under rule 3.10

unless otherwise agreed by the managers

where the incident arises in connection with a hole or well or subsea or subsurface operation in respect of which the unit is employed or utilised.

**Downhole property**            **5.12**    Any liabilities or losses in respect of loss of or damage to or recovery or replacement of any drill string, casing, tubing, cementing or well intervention or other downhole equipment, whether or not in the sea, which is in or connected to any hole or well in respect of which the unit is employed or utilised or which is owned by the member, and the consequences thereof.

**Extension or variation of liability by reference to insurance**    **5.13**    Any liabilities or losses accepted, assumed or incurred by the member:
 

- (i)** as a consequence of the terms of any contract or indemnity that extend the member's liability up to any amounts that are recoverable under any insurance; or
- (ii)** under any risk allocation, exclusion, limitation, indemnity or hold harmless clause that seeks to vary the member's liability by reference to the availability and/or extent of the member's insurance;

unless and to the extent that the managers, acting in their sole discretion, shall determine.

**Direction of the board**            **5.14**    The liabilities set out in rule 5 may be recoverable to the extent that they may be treated as expenses arising under rule 3.11, or are approved by the board.

## SECTION F: SCOPE OF RECOVERY AND LIMITS

- Limit of cover**
- 6.1.1** The club's cover shall be limited to the amount set out in the certificate of entry.
- 6.1.2** Any limits on the cover provided by the club apply in the aggregate to all insured parties and affiliated or associated companies.
- 6.1.3** If the claims of all insured parties in respect of liabilities insured by the club exceed or may exceed in the aggregate any limit of cover set out in the certificate of entry:
- (1)** the member shall be entitled to recover in respect of such claims in priority to the claims of any other insured parties and any joint entrants shall be entitled to recover in respect of such claims in priority to the claims of any co-assureds;
  - (2)** where the aggregate of the claims of the member exceeds or may exceed the said limit, the member shall be entitled to recover in respect of such claims to the exclusion of any claims of any other insured parties;
  - (3)** where the aggregate of the claims of any joint entrants exceeds or may exceed the said limit or any part thereof remaining after application of rule 6.1.3(1), any joint entrant shall be entitled to recover in respect of such claims:
    - a** to the exclusion of any claims of any co-assureds; and
    - b** only such proportion of the remaining part of the limit as the claim of that joint entrant bears to the total of all claims of all joint entrants;
  - (4)** where the aggregate of the claims of any co-assureds exceeds or may exceed the said limit or any part thereof remaining after the application of rules 6.1.3(1) and (3), any co-assured shall be entitled to recover in respect of such claims only such proportion of the remaining part of the limit as the claim of that co-assured bears to the total of all claims of all co-assureds.
- 6.1.4** If in the opinion of the managers the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the certificate of entry, the managers may defer payment of a claim or any part thereof.
- 6.1.5** Where a certificate provided for in rule 4.4 has been issued and in the opinion of the managers the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the certificate of entry, the managers:
- (1)** may defer payment of a claim or any part thereof as they see fit; and
  - (2)** shall not be under any obligation to reimburse a member until they are satisfied that all liabilities arising under demands made or which may be made under any such certificate have been or can be satisfied within such limit.
- Net loss**
- 6.2** If a member incurs any of the liabilities set out in rule 3, he is entitled to recover the net amount of such liabilities, deducting any costs and expenses which would have been incurred in any event together with any savings accruing to him and any recoveries made by him, unless otherwise agreed by the managers.

<b>Limits of recovery</b>	<b>6.3</b>	Unless and to the extent the board otherwise determines, under no circumstances shall the recovery by any person exceed: <ul style="list-style-type: none"> <li><b>(1)</b> the amount to which the member is entitled to limit his liability, or would have been so entitled under any relevant law had he so petitioned;</li> <li><b>(2)</b> US\$50 million combined single limit any one event for all claims under rules 3.6.5 and 3.9;</li> <li><b>(3)</b> any other limit contained in these rules or set out in the member's certificate of entry;</li> <li><b>(4)</b> if less than the full tonnage of the unit is entered in the club, such proportion of the amount referred to in rule 6.2, or the limits referred to in paragraphs (1), (2) and (3) above, as the entered tonnage bears to the full tonnage of the unit.</li> </ul>
<b>Waiver of subrogation</b>	<b>6.4</b>	Where a charterer or other party is named as a joint entrant or co-assured and a waiver of subrogation is required under a contract, rights of subrogation against such joint entrant or co-assured are waived only where the managers have agreed such a waiver; any such waiver applies only in respect of those liabilities which are borne by the member or other joint entrant under the terms of the relevant contract and not to any liabilities which are to be borne by the charterer or other party unless otherwise agreed by the managers.
	<b>6.5</b>	The club shall not be liable to any insured party in respect of any liabilities except to the extent of the funds which the club is able to recover from the members or other persons liable for the same.
<b>Member's property</b>	<b>6.6</b>	If a claim arises following a collision involving two units or ships belonging to the same member, he is entitled to recover from the club, and the club has the same rights, as if the units or ships had belonged to different owners.
	<b>6.7</b>	If a claim arises under rule 3.5 following loss of or damage to any ship, or any cargo or other property therein belonging to the member in respect of whose unit the claim arose, the member is entitled to recover from the club, and the club has the same rights, as if such ship, cargo or property lost or damaged had belonged to a third party, but only to the extent that such loss or damage is not recoverable under any other insurance upon the said ship, cargo or property.
<b>Amounts owing to the club</b>	<b>6.8</b>	The club is not liable to make any payment in respect of any claim while any sum is due from the member, or due in respect of a unit or ship entered under the same group rating agreement; however, if any payment is made, the club may deduct any sum which is due from a member relating to any policy year.
<b>Interest</b>	<b>6.9</b>	In no case is interest payable on sums due from the club.
<b>Pay to be paid</b>	<b>6.10</b>	Unless the managers otherwise determine, it is a condition precedent of a member's right to recover in respect of any liabilities that he must have first discharged or paid the same out of funds belonging to him unconditionally and not by way of loan or otherwise.

- Crew claims**
- 6.11.1** Notwithstanding rule 6.10, where a member has failed to discharge a legal liability to pay damages or compensation for crew injury, illness or death, the club shall discharge or pay such claim on the member's behalf directly to such crewmember or dependant thereof.
- 6.11.2** There shall be no recovery unless the crewmember or dependant has no enforceable right of recovery against any other party and would otherwise be uncompensated.
- 6.11.3** Subject to rule 6.11.4 below, the amount payable by the club shall under no circumstances exceed the amount which the member would have been able to recover from the club under these rules and his terms of entry.
- 6.11.4** Where the club is under no liability to the member by virtue of rule 17.3, the club shall nevertheless discharge or pay that claim to the extent only that it arises from an event occurring prior to the date of cancellation, but as agent only of the member, and the member shall be liable to reimburse the club for the full amount of such claim.
- Deductibles**
- 6.12** Any sum recoverable, including fees, costs and expenses, shall be subject to such deductible as has been agreed by the managers. Unless otherwise agreed, deductibles shall apply any one event.
- 6.13** The club may undertake the defence of a member or institute legal proceedings on his behalf in respect of any amount not recoverable by reason of any deductible in order to ascertain the legal position of the member. Although the club may pay the costs of such legal proceedings, the member shall bear any damages therein adjudged or awarded against him.
- Wilful misconduct**
- 6.14** Unless the board otherwise decides, no claim is recoverable in respect of any liabilities which in its opinion have been incurred owing to the privity or wilful misconduct of an insured party.
- Obligation to sue and labour**
- 6.15** A member must at all times take all reasonable steps to avoid or minimise any loss, damage or liability in respect of which he may be insured by the club. If a member is in breach of this obligation, the board may reject any claim by the member for reimbursement or reduce the sum payable by the club.
- Sanctions**
- 6.16** The member shall in no circumstances be entitled to recover from the club that part of any liabilities which is not recovered by the club under any reinsurance(s) because of a shortfall in recovery from reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by any state or international organisation or the risk thereof if payment were to be made by such reinsurers. For the purposes of this rule 6.16, 'shortfall' includes any failure or delay in recovery by the club by reason of the reinsurers making payment into a designated account in compliance with the requirements of any state or international organisation.

## SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS

- Notification** 7.1 A member must promptly notify the managers in writing:
- (1) of every matter; and
  - (2) of every claim made by a third party against him
- which may lead to a claim for recovery.
- 7.2 A member must submit his claim for reimbursement of any liabilities within 12 months of discharging or settling them, and must produce in support of each claim all information the managers may require.
- Documentation** 7.3 A member must notify the managers of any information or documentation in his power, custody, control or knowledge relevant to any matter and must, as soon as requested by the managers, give to the club and/or to the experts or lawyers appointed to act on his behalf all such documentation and allow it to be inspected and copied.
- 7.4 A member must allow the managers, or the appointed experts or lawyers, to interview any person employed by the member whom the managers consider may have knowledge of the matter. If any such person is required to give evidence at any legal proceedings relating to a matter, the member will use his best endeavours to make sure he attends.
- Developments** 7.5 A member must keep the managers fully informed of the progress of any matter which will or may cause the member to incur liabilities for which he is or may be insured by the club in whole or in part, including any costs or expenses, and of any action proposed in relation to such matter.
- Settlement** 7.6 A member must not settle, compromise or admit liability for any matter for which he is or may be insured by the club in whole or in part without the approval of the managers or without complying with any requirements of the managers for making provision for any costs or expenses incurred by the club. If he does so, he will be liable to pay by way of indemnity to the club such sum as the managers may determine against the costs or expenses it may have been put to in respect of such matter.
- Recovery** 7.7 Where a member has made a claim against another party and has become entitled to a recovery, there shall be credited and paid to the club from such recovery an amount corresponding to the sum paid by the club, including any interest and costs, or such lesser sum as the managers may determine.
- 7.8 A member who incurs any costs or expenses without the agreement of the managers, or without the matter being conducted by an expert or lawyer appointed or previously approved by the managers, will not be entitled to reimbursement of such costs or expenses by the club without the approval of the managers.

- Evidence** 7.9 A member must not withhold or conceal any evidence which it is or may be relevant to disclose, or make any false statement. If such evidence is withheld or concealed or false statement is made, any liabilities already incurred or reimbursed by the club must be repaid by the member.
- Powers of the managers relating to the handling of claims** 8.1 The managers have the right to control or direct the conduct of any matter or legal proceedings relating to any liabilities in respect of which the member is or may be insured by the club in whole or in part and, in particular, to direct the member to use a particular expert or lawyer.
- 8.2 The managers have the right to require the member to settle, compromise or otherwise dispose of any matter or proceeding in such manner as they see fit.
- 8.3 The managers may at any time on notice to the member withdraw their approval of any expert or lawyer appointed to act on behalf of the member; in such circumstances, the member will have no further entitlement to reimbursement of any of the costs or expenses of that expert or lawyer unless and to the extent the board otherwise determines.
- 8.4 The managers may at any time appoint, on behalf of a member at the expense of the club subject to the applicable deductible, experts or lawyers to deal with any matter which may result in liabilities in respect of which the member is or may be insured by the club in whole or in part.
- Effect of non-compliance** 8.5 If a member fails to comply with any requirement under rules 7 and 8, the club shall not be under any obligation to reimburse him unless the board otherwise determines.
- Security** 9.1 The club is under no obligation to provide security on behalf of a member, but where it is provided it shall be on such terms as the managers consider appropriate and shall not constitute any admission of liability by the club for the claim in respect of which it is given.
- 9.2 A member on whose behalf the club has provided security, with or without the member's express authority, shall on demand replace the security or pay to the club a sum corresponding to the amount of such security whether or not such amount may be recoverable in whole or in part from the club.
- 9.3 In no case shall the club be liable for the detention of the unit, or for any other detention or attachment of a member's assets, or for any damage whatsoever caused to a member by reason of the provision or non-provision of security.
- 9.4 A member shall upon demand reimburse the club such sum or sums as the club has paid on his behalf or under security provided by the club to the extent that such payment is, in the opinion of the managers, in respect of liabilities not recoverable from the club.

## SECTION H: APPLICATION AND ENTRY

- Application**
- 10.1** The applicant must make to the managers a fair presentation of the risk by providing the managers with all material particulars and information together with any additional particulars and information as the managers may require.
- 10.2** The applicant will ensure that every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.
- 10.3** The managers may, without giving any reason, refuse any application for the entry of a unit or ship in the club.
- Entry**
- 11.1** Unless the managers otherwise decide, each person whose entry has been accepted under these rules becomes a member of the club. Whenever the managers accept an entry by way of reinsurance, the insurer reinsured by the club or person insured by such an insurer may, if the managers agree, become a member.
- Immediate termination**
- 11.2** The member is obliged to disclose any change in any material information relating to an entry including, but not limited to, change of: management, flag, classification society, government authority responsible for unit certification for the trade in question, nationality of crew, trading or operating area or nature of trade or operation. Upon such disclosure, or failure to disclose, the managers may amend the member's premium or terms of entry, or terminate the entry in respect of the unit with effect from the time of disclosure or failure to disclose.
- 11.3** The member is bound by and must observe and perform the obligations under these rules, and must provide the managers with electronic and postal addresses for service of notices.
- 11.4** The member warrants that he is, in relation to the unit:
- (1)** her owner or charterer; or
  - (2)** a manager or operator having control of her operation and employment; or
  - (3)** any other person in possession and control of her.
- Certificates of entry**
- 12.1** The managers will send the member a certificate of entry stating the date of commencement of cover and the terms and conditions on which the unit has been accepted for insurance.
- 12.2** If at any time there is a variation in the terms of entry, the managers will send the member an endorsement stating the terms of such variation and the date from which such variation is to be effective.



- 12.3** Every certificate of entry issued is conclusive evidence as to its terms; if the managers believe that such documentation contains any error or omission, they may issue a new certificate or endorsement which will be conclusive as aforesaid.
- Joint entrants**
- 13.1** The managers may accept an application from a member for another person or persons to become joint entrants in respect of that member's entry. Each joint entrant has an independent right of recovery from the club.
- 13.2** Unless otherwise agreed by the managers, the member and all joint entrants are jointly and severally liable to pay all amounts due to the club in respect of such entry.
- 13.3** The member and each joint entrant warrants that the joint entrant is, in relation to the unit:
- (1)** interested in her operation, management or manning; or
  - (2)** the holding company or the beneficial owner of the member or of any person interested in her operation, management or manning; or
  - (3)** a mortgagee of the unit or a financial institution (or its subsidiary or affiliate) leasing the unit as owner to the member; or
  - (4)** the charterer.
- 13.4** The member warrants that he has at all times full power and authority to act in the name of and/or on behalf of all joint entrants.
- Co-assureds**
- 13.5** The managers may accept an application from a member for another person or persons to become co-assureds in respect of that member's entry.
- 13.6** The liability of the club to a co-assured only extends insofar as he may be found liable to pay in the first instance for liabilities which are properly the responsibility of the member which, if the member has entered into a contract with the co-assured, means those liabilities which are to be borne by the member under such contract. Cover does not extend to any amount which would not have been recoverable from the club by the member had the claim been made or enforced against him or to any liabilities to be borne by any of the co-assureds under the said contract.
- 13.7** Once the club has indemnified a co-assured, it shall not be under any further liability to any person in respect of that claim.
- Insured parties**
- 13.8** The receipt by an insured party of any sums paid by the club in respect of such an entry is sufficient discharge by the club for the same.
- 13.9** Any provision of these rules by which an insured party ceases either to be insured or to be entitled to recover from the club is deemed to apply to all insured parties. Failure by an insured party to comply with any of the obligations under these rules is deemed to be the failure of all insured parties.
- 13.10** Conduct of an insured party which would have entitled the club to decline to indemnify it is deemed to be the conduct of all insured parties.

	<b>13.11</b>	The content of any communication between an insured party and the club is deemed to be within the knowledge of all insured parties.
	<b>13.12</b>	The cover provided to joint entrants does not extend to any liabilities or disputes either among such joint entrants or with the member.
<b>Charterer named as joint entrant or co-assured</b>	<b>13.13</b>	<p><b>a</b> Unless otherwise agreed by the managers, where a charterer is named as a joint entrant or co-assured, all insured parties, including such charterer, warrant that the charterer is either:</p> <p><b>(1)</b> an affiliated or associated charterer; or</p> <p><b>(2)</b> has contracted with the member or a joint entrant for the provision of services to or by the unit and that contract has been approved by the managers</p> <p><b>b</b> Any charterer named as a co-assured in accordance with rule 13.13 a (2) above is only covered for liabilities which are to be borne by the member or other joint entrant under the terms of the relevant contract and would, if borne by the member or that joint entrant, be recoverable by either from the club.</p>
<b>Group entries</b>	<b>13.14</b>	The managers may accept an entry on the basis that the unit is part of a group rating agreement and assess premiums accordingly.
	<b>13.15</b>	The member or a joint entrant must be designated group principal and any communication from or on behalf of the club to the group principal is deemed to be within the knowledge of all insured parties in the group and any communication from and action taken by the group principal is deemed conclusively to be made with the full approval of any and all insured parties within that group.
	<b>13.16</b>	All persons entering units or ships under a group rating agreement and the group principal remain jointly and severally liable to pay all amounts due to the club in respect of any and all units or ships in the same group.
<b>Affiliated and associated companies</b>	<b>13.17</b>	In the case of a claim which would be recoverable from the club being enforced against an affiliated or associated company of a member, but not of a joint entrant or a co-assured, such company shall, if the member so requires in writing, be entitled to recover such sum from the club but only to the extent to which the member would have been entitled to recover if the claim had been enforced against him.
<b>Breach of warranty</b>	<b>13.18</b>	In the event of any breach of the warranties set out in rules 10.2, 11.4 and 13.4, all insured parties' insurance shall terminate automatically from the time of the breach. In such circumstances, the member shall be, and remain, liable for all premiums up to the time of the breach.
	<b>13.19</b>	In the event of any breach by a joint entrant or co-assured of the warranties set out in rules 13.3 and 13.13, the joint entrant's or co-assured's insurance shall terminate automatically from the time of the breach. If a joint entrant is in breach, he shall be, and remain, liable for all premium up to the time of the breach.

**Assignment**

- 14.1** No insurance given by the club and no interest under these rules or under any contract between the club and any member may be assigned without the agreement of the managers. Any assignment made without such agreement shall, unless the managers otherwise determine, be of no effect and the assignee shall have no rights against the club.
- 14.2** In the event that the managers agree, the club is entitled in settling any claim presented by the assignee to deduct or retain such amount as the managers may then estimate to be sufficient to discharge any actual or potential liabilities of the assignor to the club.

## SECTION I: UNIT STANDARDS AND RISK REVIEWS

### Classification and condition of units

- 15.1** Unless otherwise agreed by the managers, the following are conditions of the insurance of every unit:
- (1)** The unit must be and remain fully classed with a classification society approved by the managers or, provided agreed by the managers, remain fully approved by the government authority responsible for unit certification for the trade in question (hereafter 'society/authority').
  - (2)** Any matter in respect of which the society/authority might make recommendations about action to be taken must be promptly reported to the society/authority.
  - (3)** The member must comply with all the rules, recommendations and requirements of the society/authority within the time or times specified by that society/authority.
  - (4)** The managers may inspect any document, and/or obtain any information relating to the maintenance of the unit's class or approval, in the possession of any society/authority with which the unit is or at any time has been classed or approved, and the member authorises such society/authority to disclose such documents and/or information to the managers for whatever purposes they may consider necessary.
  - (5)** The member must comply with all statutory requirements of the unit's flag state and/or any state exercising jurisdiction over the unit relating to the construction, adaptation, condition, fitment, equipment, manning and operation of the unit and must at all times maintain the validity of such statutory certificates as are required or issued by or on behalf of the unit's flag state and/or any state exercising jurisdiction over the unit, including those in respect of the ISM and ISPS codes.

- 15.2** Unless and to the extent the board otherwise decides, a member is not entitled to any recovery in respect of any liabilities arising during a period when any of the conditions in rule 15.1 have not been complied with.

### Unit risk reviews

- 15.3.1** The managers may, as a condition of acceptance or renewal of entry in the club or at any time thereafter, appoint a surveyor to undertake a unit risk review in respect of an applicant's or member's unit within a specified period. In the light of such unit risk review, the managers may decline the application, refuse to renew the entry or impose conditions on the terms of entry as they see fit.
- 15.3.2** If the applicant's or member's unit is not made available for a unit risk review within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the unit risk review has been carried out, unless the board otherwise determines.

<b>Operational reviews</b>	<b>15.4</b>	The managers may at any time, or following an incident which will or may cause the member to incur liabilities for which he may be insured by the club, appoint a surveyor to undertake a review of the member's operations within a specified period. If the review does not take place within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the review has been carried out, unless the board otherwise determines.
<b>Surveys following lay-up</b>	<b>15.5</b>	In the event that a member has laid the unit up for more than 90 consecutive days, he must, unless otherwise agreed by the managers, notify them of his intention to operate the unit at least seven days before she resumes operating. The managers may then require the member to have the unit undergo a unit risk review by a surveyor appointed by them. In the event that the member does not notify the club of his intention to operate the unit, no claim for recovery will be allowed unless the board otherwise determines.
<b>Effect on terms of entry</b>	<b>15.6</b>	In the light of a unit risk review or review of the member's operations the managers may: <ul style="list-style-type: none"> <li><b>(1)</b> terminate the member's entry with immediate effect or from a time and date specified by a notice in writing to the member; or</li> <li><b>(2)</b> amend, vary or impose conditions on the terms of entry as they see fit.</li> </ul>
<b>Effect of non-compliance</b>	<b>15.7</b>	Any recommendations made by the managers or a surveyor following any unit risk review or review of the member's operations must be carried out within a period specified by, and to the satisfaction of, the managers. If such recommendations are not carried out to the satisfaction of the managers within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the recommendations have been carried out to the satisfaction of the managers, unless the board otherwise determines.

## SECTION J: PERIOD OF INSURANCE

<b>Policy year</b>	<b>16.1</b>	Unless otherwise agreed at the time of entry or set out in these rules, the insurance provided by the club begins at the time stated in the member's certificate of entry, and continues until noon GMT on the following 20 February, and thereafter, unless terminated in accordance with these rules, from policy year to policy year.
	<b>16.2</b>	If a member does not wish to continue the insurance in respect of the unit, he must give notice in writing to the managers not later than 30 days before the expiry of the period of insurance.
	<b>16.3</b>	The unit may not be withdrawn at any other time or in any other manner except with the consent of the managers.
<b>Managers' notice</b>	<b>16.4</b>	The managers may, in respect of the unit, at any time and without giving any reason: <b>(1)</b> give to a member seven days' notice that he is not entitled to any recovery in respect of any claim arising during the period from expiry of that notice until such further time as the managers specify; or <b>(2)</b> terminate the entry on 30 days' notice in writing given not later than 30 days before the expiry of the period of insurance.
	<b>16.5</b>	A member is only liable for premium in respect of the unit for the current policy year pro-rata for the period from the time stated in the member's certificate of entry until noon GMT: <b>(1)</b> on the day ownership was legally transferred; or <b>(2)</b> on the day the unit became an actual or constructive total loss or such later date as the managers may determine; or <b>(3)</b> on the date of cessation of insurance.
<b>Pro-rata premium</b>		
<b>Cessation of insurance</b>	<b>17.1</b>	A member shall cease to be insured by the club in respect of any and all units and ships entered by him if: <b>(1)</b> being an individual, he dies, becomes of unsound mind or bankrupt, or makes any arrangement with his creditors generally; or <b>(2)</b> being a company, a resolution is passed for its voluntary winding-up or an order is made for its compulsory winding-up or it is dissolved or seeks protection from its creditors under any applicable bankruptcy or insolvency laws or any similar event occurs in any applicable jurisdiction.
	<b>17.2</b>	A member shall cease to be insured by the club in respect of any unit entered by him if: <b>(1)</b> he sells or assigns the whole or any part of his interest in the unit, unless the managers have agreed to such assignment and to an assignment of the relevant insurance by the club pursuant to rule 14.1; or <b>(2)</b> the unit becomes, or is accepted by hull underwriters as, an actual or constructive total loss, or there is a compromise reached with hull underwriters, or the managers decide that the unit can be considered or deemed to be an actual or constructive total loss, except as regards liabilities flowing directly from the casualty which gave rise to the actual or constructive loss of the unit, or such later date as the managers may determine; the managers may, however, agree to extend the period of insurance on such terms as they think fit; or

- (3) notice is given under rules 16.2 to 16.4 and is not withdrawn by agreement before the expiry of the period of insurance; or
- (4) the entry is terminated or ceases in accordance with rules 15 or 16.4; or
- (5) the unit is employed by the member in a carriage, trade, voyage or operation which will thereby in any way howsoever expose the club to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable, unless the managers shall otherwise determine.

### Cancellation of insurance

**17.3** If a member fails to pay when due and demanded by the managers any sum owing from him to the club including any sum for which he is liable under rule 13.16:

- (1) unless and to the extent the board otherwise decides, a member will not be entitled to any recovery in respect of any claim arising from the date of such failure until the date such sum owing to the club is paid in full; and
- (2) his insurance will be cancelled, whether or not it may already have ceased for some other reason, if after service on him of a notice stating that there are sums owing and requiring payment by a specific date he fails to pay any sum in full on or before such date.

**17.4** The managers may, but are not obliged to, specify the amount outstanding; any inaccuracy in the demand as to the amount stated to be owing shall not invalidate the notice unless there is no sum owing at all.

### Effect of cessation of insurance

**17.5** When a member ceases to be insured in respect of any unit or at all ('the date of cessation'), then:

- (1) such member and his successors are, and remain, liable for all premium in respect of that part of the policy year for which the unit was on risk, and previous policy years, unless otherwise agreed pursuant to rule 19; and
- (2) the club remains liable for all claims arising out of any event occurring before the date of cessation, but is under no liability for anything occurring after the date of cessation.

**17.6** When a member ceases to be insured by virtue of rule 17.2(2), he continues to be insured by the club in respect of wreck liabilities in accordance with rules 3.6.3 and 3.8, and on such other terms as may be agreed by the managers.

**Effect of  
cancellation  
of insurance**

- 17.7** When a member's insurance is cancelled under rule 17.3, the club ceases to be liable for any claims in respect of any units and ships entered by such member:
- (1)** which may arise by reason of any event occurring after the date of cancellation; or
  - (2)** which have accrued or arisen during a policy year for which sums remained owing but unpaid by the member in full or in part at the date of cancellation; or
  - (3)** which may have accrued or arisen in any year other than one referred to in (2) above, whether or not the club may have admitted liability for such claims or may have known, at the date of cancellation, that a claim was likely to accrue.



## SECTION K: PREMIUM

- Premium**
- 18.1** A member who has a unit entered in the club shall pay a fixed premium in an amount agreed between the member and the managers.
- 18.2** Where, for any reason, a return of premium is due, then unless a member notifies and submits his claim for reimbursement in writing within three months, no allowance or return shall be made unless the managers otherwise determine.
- Payment**
- 19.1.1** Any premium or other sums due shall be designated in such currency, and be payable in such manner and at such time, as the managers may specify. If any sum due is not paid on the specified date, time being of the essence, such member shall pay interest on the amount outstanding from that date until the date of payment at such rate as the board determines. The managers may, however, waive payment of interest in whole or in part.
- 19.1.2** Where a member has appointed a broker, the broker is the agent of the member. Payments of premium and other sums due to the club shall not be considered received by the club until actually received by it, and payment by the member to his broker or other intermediary shall not constitute payment to the club.
- 19.1.3** Where the member has appointed a broker, payment by the club to the broker of sums due to the member shall constitute payment to the member. Any such payment shall fully discharge the club's liability to the member in respect of such sums.
- Lien**
- 19.2** The club is entitled to, and the member grants, a lien on the unit in respect of any amount owed by the member to the club.
- Reserves**
- 19.3** The board may:
- (1)** establish and maintain such reserves or other accounts as it thinks fit;
  - (2)** transfer any sum standing to the credit of any policy year to any reserve;
  - (3)** apply the sums in any reserve for any purpose and may at any time transfer sums from one reserve to another.
- Investment**
- 19.4** The funds of the club may be invested in any way the board may determine.
- 19.5** Unless the board otherwise determines, all funds relating to any policy year or reserve shall be pooled and invested as one fund.
- 19.6** The board may apply investment returns to any policy year or reserve as it thinks fit.

## SECTION L: GENERAL TERMS AND CONDITIONS

- Powers of board and managers**
- 20.1** Whenever any power under these rules is:
- (1)** vested in the board, it may be delegated to any subcommittee of the board, class committee or to the managers;
  - (2)** conferred or imposed upon the managers, or is delegated to them under rule 20.1(1), it is exercisable by the managers, or by any authorised employee or agent.
- 20.2** Any power referred to in rule 20.1 is exercisable in the absolute discretion of the board, subcommittee, class committee or managers. The board and the managers are not required to give reasons for any decision or determination.
- 20.3** Whenever the managers' agreement or approval is required by these rules, it must be given in writing, and no agreement or approval shall be of any effect in the absence of such written agreement.
- Disclosure**
- 20.4** The club shall be entitled to give disclosure of information relating to the member's business which has become known to the club where such disclosure is required by law, or any rule, regulation, order or direction of any authority or if necessary for the proper performance of the club's or managers' obligations.
- Notices**
- 21.1** All notices and documents required by these rules to be given to the club or to the managers must be in writing and addressed to the managers.
- 21.2** All notices and documents required by these rules to be served on a member may be served as the managers decide either personally, or by post, fax or e-mail to him:
- (1)** at his address as recorded by the managers; or
  - (2)** at any other address he has notified the managers as being his address for service; or
  - (3)** at any address of a broker or agent through whom any unit has been entered in the club.
- 21.3** Every notice and document served personally is deemed served on the day of service; if served by post, fax or e-mail is deemed served on the second day after posting or sending. Proof of posting is sufficient proof of service by post, while the managers' record of any electronic communication is sufficient proof of service by other means.
- Website**
- 21.4** The managers may send or supply any notice or document to members by making it available on the club's website, and it is deemed delivered when the relevant members are notified that it is available on the website.
- Personal data**
- 21.5** Conditions relating to the sharing and processing of personal data between, by and/or on behalf of the club and the member pursuant to these rules are contained in a separate data sharing document available on the club's website.

- 22.1** All insured parties submit to the jurisdiction of the English courts in respect of any action brought by the club to recover any sums which the managers may consider to be due from an insured party. However, the club is entitled to commence and maintain any action to recover any sums which the managers may consider to be due from an insured party in any jurisdiction.
- 22.2** If any other dispute between an insured party and the club arises out of or in connection with these rules, it must first be referred to the board notwithstanding that the board may have already considered the matter which has given rise to the dispute, and such reference shall be on written submissions only.
- 22.3** No insured party is entitled to maintain any legal proceedings against the club unless and until the matter has been submitted to the board and the board has given its decision.
- 22.4** If, after the dispute has been referred to the board in accordance with rule 22.2, an insured party does not accept the decision of the board, the parties will attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation will take place in London and in English. The mediation agreement shall be governed by the substantive law of England. The English courts shall have exclusive jurisdiction to settle any claim, dispute or difference which may arise out of, or in connection with, the mediation.
- 22.5** If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration in London before two arbitrators, one to be appointed by each of the parties, and an umpire to be appointed by the two arbitrators. The submission to arbitration and all the proceedings therein shall be subject to the Arbitration Act 1996 and any statutory modifications thereof.

## SECTION M: DEFINITIONS

**23** In these rules the following words and expressions have the following meanings:

**The rules:** the Offshore P&I rules of the club for the time being in force.

**The articles:** the articles for the time being of the club.

**The club:** The Standard Club UK Ltd.

**Affiliated or associated charterer:** where (1) both the member or a joint entrant and the charterer have the same parent or (2) one of the member, joint entrant or the charterer respectively is the parent of the others. For the purposes of this definition, a 'parent' is a company which owns at least 50% of the shares in and voting rights of the others or owns a minority of the shares in the others and can procure that it is managed and operated in accordance with its wishes.

**Applicant:** any person seeking to enter a unit on his own or another's behalf or on whose behalf an application is made.

**Board:** the directors for the time being of the club or, as the context may require, a quorum of directors present at a duly convened meeting of the board.

**Certificate of entry:** a document issued pursuant to rule 12, including any endorsement thereto.

**Contract work:** includes but is not limited to materials, components, parts, machinery, fixtures, equipment and any other property which is or is destined to become a part of the completed project which is the subject of the contract under which the unit is working, or to be used up or consumed in the performance or completion of such project.

**Crew:** any person employed as part of the unit's complement under the terms of a crew agreement or other contract of service or employment to serve on board the unit, whether or not on board that unit.

**Demise or bareboat charterer:** a charterer who has sole possession of the unit and sole control of her management and crew.

**Effects:** includes clothes, documents, navigation and other technical instruments and tools, but does not include valuables.

**Fines:** includes penalties and other impositions similar in nature to fines.

**Group rating agreement:** any agreement whereby the premium of the unit is assessed by reference to the record of any other units and ships which are or were entered through the group in the club, whether the units and ships are in the same registered or beneficial ownership or not.

**Hull policies:** the policies covering the hull and machinery of the unit, including excess liability policies.

**Insured party:** the member, any joint entrant and any co-assured in respect of an entry.

**Liabilities:** liabilities, costs and expenses incurred by a member.

**Managers:** the managers for the time being of the club.

**Member:** every owner or other person who becomes and is for the time being a member of the club.

**Owner:** includes an owner, owners in partnership, owners holding separate shares in severalty, part owner, trustee, mortgagee, a demise or bareboat charterer, operator or manager, builder, insurer or reinsurer who enters the unit in the club or who is a joint entrant or co-assured.

**Personal data:** any information that relates to or enables the identification of a living person.

**Policy year:** the year from noon GMT on 20 February to noon GMT on the following 20 February.

**Premium:** includes any premium or other sums which may be due from an insured party.

**Ship:** any ship or mobile or temporarily fixed craft other than the unit.

**Tonnage:** the gross tonnage of the unit as stated in the Certificate of Registry or other official document relating to the registration of the unit, or as agreed by the managers.

**Underwater vehicles:** includes but is not limited to submarines, mini submarines, remotely operated vehicles, untethered underwater vehicles, autonomous underwater vehicles, sea-ploughs, scarabs, diving bells, and similar equipment.

**The unit:**

- (1) a mobile offshore production unit which has been entered in the club for insurance, including the risers, flowlines and umbilicals (provided such risers, flowlines and umbilicals are not separated from the unit by any wellhead or well control equipment), floating hoses, buoyancy floats or tanks and mooring systems, or any other description of mobile offshore production unit noted in the certificate of entry, but always excluding any wellhead, well control equipment, downhole equipment, or any part thereof whether or not on board or connected to the mobile offshore production unit; or
- (2) a mobile offshore drilling unit which has been entered in the club for insurance but always excluding any wellhead, well control equipment, downhole equipment, or any part thereof and any property below the drill floor or rotary table, except that for pollution liabilities under rule 3.6 the definition of a mobile offshore drilling unit is extended to include the drill string and marine riser or any part thereof owned or leased by the member provided that there shall be no recovery for liabilities in respect of:
  - a) blow-out and control of well excluded under rule 5.11
  - b) discharge or escape of any substance below the unit side of the point of connection with any blow-out preventer or blow-out preventer stack or other similar equipment.

**Unit risk review:** a survey or inspection of an applicant's or member's unit relating to that unit's structure, machinery, equipment, crewing, navigation, condition, operation, management or any other matter which, in the opinion of the managers, requires investigation.

**Unlawful, prohibited or sanctionable:** unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, the place of incorporation or domicile of the member or the unit's flag state.

**Valuables:** money, negotiable securities, gold, silverware, jewellery, ornaments or works of art.

**Well:** includes wellheads and well control equipment.

**Wellhead:** any wellhead, Christmas Tree, template, flowbase, manifold, or any other wellhead structure, wherever situated.

**Well control equipment:** any blow-out preventer, blow-out preventer stack, diverter, control device, subsurface isolation valve or any other equipment used for control of well, wherever situated.

**Wilful misconduct:** an act intentionally done or a deliberate omission by an insured party with knowledge that the performance or omission will probably result in injury or loss, or an act done or omitted in such a way as to allow an inference of a reckless disregard for the probable consequences.

References to the masculine gender shall include the feminine gender.

References to singular numbers shall include plural numbers and vice versa.

References to persons shall include corporations.

References to rule numbers shall include any sub-paragraphs of that rule.

Headings and sub-headings are for reference only and do not affect the construction of any rule.

## **The Standard Club Asia Ltd**

### **Offshore P&I rules**

The Offshore P&I rules of The Standard Club Asia Ltd shall be the same as the Offshore P&I rules of The Standard Club UK Ltd amended and varied as follows:

Unless the context otherwise requires, 'the club' means The Standard Club UK Ltd or The Standard Club Asia Ltd as appropriate and references to 'the articles' shall be references to the Memorandum and Articles of Association of the club.

## **The Standard Club Ireland DAC**

### **Offshore P&I rules**

The Offshore P&I rules of The Standard Club Ireland DAC shall be the same as the Offshore P&I rules of The Standard Club UK Ltd amended and varied as follows:

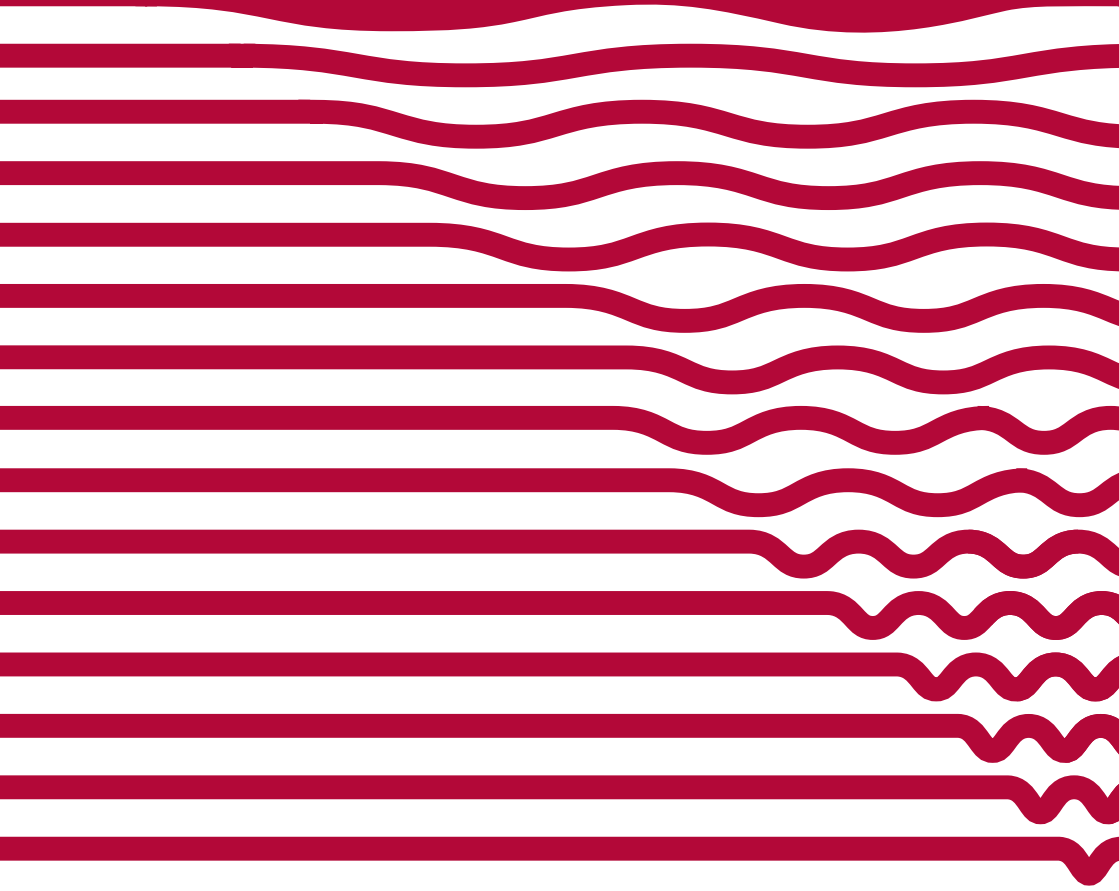
Unless the context otherwise requires, 'the club' means The Standard Club Ireland DAC and references to 'the articles' shall be deemed to be references to the Memorandum and Articles of Association of the club.





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# 05

## Additional Covers





**The additional covers which follow do not form part of any member's insurance unless and to the extent that they are expressly agreed and incorporated into the member's certificate of entry.**

## **Offshore Maritime Labour Convention extension clause 2019**

- |                   |          |   |
|-------------------|----------|---|
| <b>Cover</b>      | <b>1</b> | <p>Subject only to the other provisions of this extension, the club shall discharge and pay on the member's behalf under the 2006 Maritime Labour Convention, as amended (MLC 2006) or domestic legislation by a state party implementing MLC 2006:</p> <ul style="list-style-type: none"><li><b>a.</b> Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5.2 and Guideline B2.5; and</li><li><b>b.</b> Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2.1 and Guideline B4.2.</li></ul>                    |
|                   | <b>2</b> | <p>The member shall reimburse the club in full:</p> <ul style="list-style-type: none"><li><b>(a)</b> any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.2; and</li><li><b>(b)</b> any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.1.</li></ul>   |
| <b>Exclusions</b> | <b>3</b> | <p>There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.</p>  |
|                   | <b>4</b> | <p>The club shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or the member's servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:</p> <ul style="list-style-type: none"><li><b>a.</b> Any chemical, biological, bio-chemical or electromagnetic weapon</li><li><b>b.</b> The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.</li></ul> |

**Cancellation and automatic termination of cover**

- 5**
- a. This extension may be cancelled in respect of war risks by the club on 30 days' notice to the member (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).
  - b. Whether or not such notice of cancellation has been given, this extension shall terminate automatically in respect of war risks:
    - i. Upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;
    - ii. In respect of any unit, in connection with which cover is granted hereunder, in the event of such unit being requisitioned either for title or use.
  - c. This extension excludes loss, damage, liability or expense arising from:
    - i. The outbreak of war (whether there be a declaration of war or not) between any of the following: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;
    - ii. Requisition for title or use.

**Conditions**

- 6** This extension shall be subject to rules 4.7, 4.9, 6.16 and 17.2(5).
- 7** Without prejudice to paragraph 5, cover under this extension shall cease 30 days after notice of termination in accordance with either Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.1.12.
- 8** Any dispute arising out of or in connection with this extension shall be resolved in accordance with rule 22.
- 9** For the purpose of this extension:  
"member" means any insured party who is liable for the payment of calls, contributions, premium or other sums due under the terms of entry.  
"seafarer" shall have the same meaning as in MLC 2006.  
"war risks" means the risks set out in rule 4.3.

## Offshore P&I war risks clause 2019

<b>Cover</b>	<b>1.1</b>	Such liabilities as would be covered by the club and the member's terms of entry but for the exclusion of war risks in rule 4.3.
	<b>1.2</b>	This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.
<b>Excluded areas</b>	<b>2.1</b>	At any time or times before, or at the commencement of, or during the policy year, the managers may determine that any places or areas be excluded from the cover hereunder.
	<b>2.2</b>	Unless otherwise agreed by the managers, the cover shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of seven days from midnight on the day notice of such determination is given by the managers to the members.
<b>Cancellation</b>	<b>3</b>	Cover may be cancelled by either the club or the member giving seven days' notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which notice is issued by or to the club). The club agrees however to reinstate cover subject to agreement with the member prior to the expiry of such notice as to new terms of entry.
<b>Automatic termination of cover</b>	<b>4</b>	Whether or not such notice of cancellation has been given, cover shall terminate automatically:
	<b>4.1</b>	upon the outbreak of war (whether there be a declaration of war or not) between any of the following:  the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;
	<b>4.2</b>	in respect of any unit if it is requisitioned either for title or use.
<b>Five powers war and nuclear exclusions</b>	<b>5</b>	This cover excludes:
	<b>5.1</b>	loss, damage, liability or expense arising from:
	<b>5.1.1</b>	the outbreak of war (whether there be a declaration of war or not) between any of the following:  the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;
	<b>5.1.2</b>	requisition either for title or use;
	<b>5.2</b>	liabilities (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was directly or indirectly caused by or arises from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- (ii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter,

other than liabilities arising out of carriage of 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the unit.

<b>Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion clause</b>	6	This paragraph 6 overrides anything contained in this insurance inconsistent therewith.
	6.1	In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
	6.1.1	any chemical, biological, bio-chemical or electromagnetic weapon;
	6.1.2	the use or operation, as a means for inflicting harm, of any computer virus.
	6.2	Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile.
<b>Maintenance of standard hull war risks cover</b>	7	Where the unit is entered by the member as an owner's entry, the member will maintain standard hull war risks cover with P&I inclusion clauses attached for not less than the hull value of the unit and this cover will respond only in excess of claims recoverable thereunder.
<b>Deductible</b>	8	The deductible shall be that set out in the member's certificate of entry.
<b>Limit</b>	9	The limit of club cover shall be that set out in the certificate of entry or US\$150 million, any one event or series thereof in the aggregate, whichever is the lesser.

## Offshore bio-chemical risks inclusion clause 2019

- Cover**
- 1.1** The liability of the member, not being a charterer:
- (1)** to pay damages, compensation or expenses arising out of crew injury, illness or death (including deviation expenses, repatriation and substitute expenses and shipwreck unemployment indemnity),
  - (2)** for the legal costs and expenses incurred solely for the purpose of avoiding or minimising any liability or risk insured by the club
- 1.2** where such liability is not recoverable under:
- (1)** the Offshore P&I rules of the club; or
  - (2)** the Offshore P&I war risks clause 2019 or any underlying war policies
- 1.3** solely by reason of the operation of an exclusion of liabilities and losses directly or indirectly caused by or contributed to by or arising from:
- (1)** any chemical, biological, bio-chemical or electromagnetic weapon
  - (2)** the use or operation, as a means for inflicting harm, of any computer virus,
- 1.4** other than liabilities and losses arising from:
- (1)** explosives or the methods of the detonation or attachment thereof
  - (2)** the use of the unit or its cargo as a means for inflicting harm, unless such cargo is a chemical, biological or bio-chemical weapon
  - (3)** the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- Excluded areas**
- 2.1** Unless and to the extent the board may otherwise decide, there shall be no recovery in respect of any liabilities and losses directly or indirectly caused by or contributed to by or arising out of any event within the places or areas or during such period as may be specified from time to time.
- 2.2** At any time or times before, or at the commencement of, or during the policy year, the club may by notice to the member change the places or areas and periods specified in paragraph 2.1 from a date and time specified by the club not being less than 24 hours from midnight on the day the notice is given to the member.
- Cancellation**
- 3** Cover may by notice to the member be cancelled by the club from a date and time specified by the managers, not being less than 24 hours from midnight on the day notice of cancellation is given to the member.

<b>Deductible</b>	<b>4</b>	The deductible shall be that set out in the member's certificate of entry.
<b>Limit of cover</b>	<b>5.1</b>	Subject to paragraph 5.2, the limit of club cover under this extension in respect of all claims shall be in the aggregate US\$10 million each unit any one event or series thereof arising from any one event.
	<b>5.2</b>	In the event that there is more than one entry by any person for bio-chemical risks cover as provided herein in respect of the same unit with the club, the aggregate recovery in respect of all liabilities and losses arising under such entries shall not exceed the amount stipulated in paragraph 5.1 and the liability of the club under each such entry shall be limited to such proportion of that amount as the claims arising under that entry bear to the aggregate of all such claims recoverable from the club.



## Offshore liability extension clause 2019

- Scope of cover**
- 1.1** Liabilities incurred by the member set out hereunder subject to the terms, conditions, limitations and exceptions of the Offshore P&I rules of the club to the extent that they are not inconsistent herewith and which have arisen by reason of the member's interest in the unit out of events occurring during the period of entry of the unit in the club.
- 1.2** The exclusions to rule 3.6 set out in paragraphs (2) a and c, to rule 3.8 set out in paragraph (4), and set out in rule 5.9 paragraphs (3) and (4) and rule 5.11 paragraph (3) shall not apply.

### Risks covered 2

- Property**
- 2.1.1** Liabilities arising out of loss of or damage to any property not owned, chartered, hired or leased by the member or by any company affiliated to or associated with the member.

- 2.1.2** Liabilities incurred under indemnities given by the member in respect of property on board or being used from the unit.

- Personnel**
- 2.2.1** Liabilities arising out of the death or illness of or injury to any person employed by the member where such death, injury or illness occurs in the course of that person's work, including attendance on safety and other work-related courses, visits or temporary assignment to other offshore installations, ships and units, and travel and rest periods necessary to perform such work.

- 2.2.2** Liabilities arising out of the death or illness of or injury to any other person.

- Chartered ships**
- 2.3.1** Liabilities arising out of operations carried out on behalf of the member or an associated or affiliated company as charterer or hirer of ships to support the operations of the unit;

- 2.3.2** Liabilities incurred by the member in his capacity as charterer or hirer of ships to support the operations of the unit.

#### Exclusions to paragraph 2.3

There shall be no recovery under paragraph 2.3:

- (1)** for liabilities which do not fall within the standard risks set out in rule 3 of the P&I rules of the club, including liabilities which arise under the terms of an indemnity or contract falling outside the standard rule 3 cover;
- (2)** in respect of liabilities which would have been recoverable under the chartered or hired ship's P&I entry had it been fully entered for standard P&I risks with a member of the International Group of P&I clubs;
- (3)** if the relevant charterparty or contract of hire does not contain a knock-for-knock provision as defined in Section N of the P&I rules of the club, unless otherwise agreed by the managers.

- Pollution**      **2.4.1**      Liabilities under the terms of any contract in respect of remedial measures and/or personal injury and/or death and/or loss of, damage to or loss of use of property, caused directly by seepage, pollution or contamination from any hole or well in respect of which the unit is employed or utilised.
- 2.4.2**      Liabilities in respect of removing, nullifying, or cleaning up seeping, polluting, or contaminating substances emanating from any hole or well in respect of which the unit is employed or utilised, including the cost of containing and/or diverting the substances and/or preventing the substances reaching the shore, provided always that liability for such seepage, pollution or contamination is incurred by the member by reason of his fault or negligence and results from an event taking place during the period of cover under this clause.

**Clean-up costs**   **2.5**      Liabilities in connection with the clean-up of debris, tools, machinery or equipment lost or deposited on the seabed as a result of a casualty.

**Sue and labour**   **2.6**      Extraordinary costs and expenses reasonably incurred on or after the occurrence of any event liable to give rise to a claim upon the club and incurred solely for the purpose of avoiding or minimising any liability against which the member is insured by the club, but only to the extent that those costs and expenses have been incurred with the prior agreement of the managers, or to the extent that the board determines.

**Exclusion to paragraph 2.6**

Unless the managers or the board otherwise decide, there shall be deducted from such costs and expenses the deductible which would have been applicable had the liability or expenditure against which the member is insured by the club been incurred.

**Legal costs**      **2.7**      Legal costs and expenses relating to any liabilities which in the opinion of the managers are likely to result in a claim covered by this extension, but only to the extent that such legal costs and expenses have been incurred with the agreement of the managers.

**Exclusions**      **3**      There shall be no recovery for liabilities:

- (1)** for which the member would be covered if the unit were entered in the club for standard risks under the Offshore P&I rules;
- (2)** which do not arise out of operations or activities for which the member is legally liable either as owner, operator or charterer of the unit or as employer of personnel performing operations or activities relating to the unit, unless otherwise agreed by the managers;
- (3)** which could reasonably have been avoided or minimized by the use of the unit, or of the member's own equipment or personnel;
- (4)** relating to the loss of or damage to or replacement, recovery, removal or clean-up of any tool, machinery or equipment or part thereof whilst below the surface of the seabed in any hole or well in respect of which the unit is employed or utilised;

- (5) arising out of wear and tear, gradual deterioration, latent defect, mechanical or electrical breakdown or failure, corrosion or other atmospheric damage, or extremes of temperature;
- (6) arising out of loss of or damage to any ship chartered or hired by the member or an associated or affiliated company to support the operations of the unit;
- (7) arising out of the use, ownership or possession of motor vehicles on public highways compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;
- (8) arising out of the death or illness of or injury to any person recoverable under any applicable state scheme or collective agreement, including such liabilities which are not recoverable under such scheme or agreement by reason of a breach of the relevant terms or conditions;
- (9) arising out of an interest as owner, operator or charterer, or by reason of an agreement for the lease, rental or hire, of any aircraft and/or helicopter.

**Scope of recovery**

4

If a member incurs any of the liabilities set out in paragraph 2, he is entitled to recover the net amount of such liabilities, after deduction of any costs and expenses which would have been incurred in any event together with any savings accruing to him and any recoveries made or additional revenue earned by him, unless otherwise agreed by the managers.

**Deductible and limit of cover**

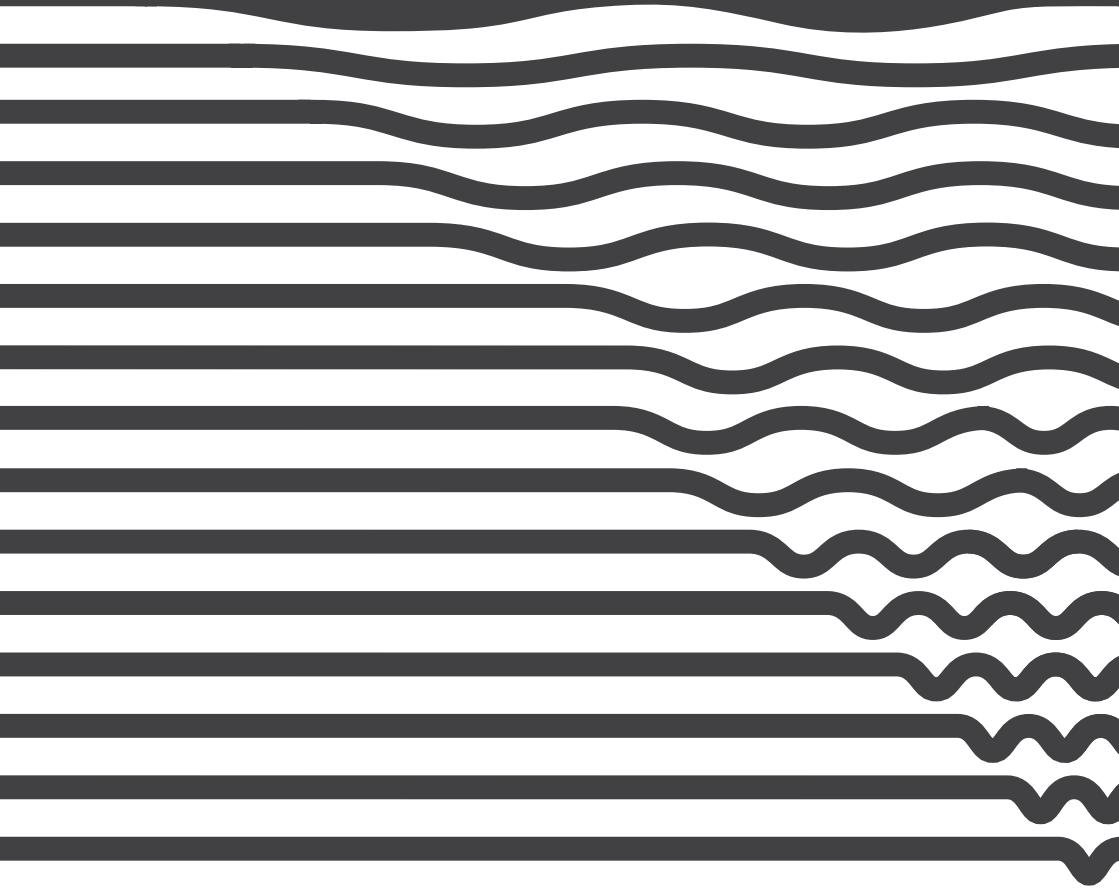
5

The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.



# 06

## Oil Spills in the United States





Any oil pollution incident in the United States must be reported immediately to the managers' New York office:

Charles Taylor P&I Management (Americas), Inc  
180 Maiden Lane, Suite 6A, New York, NY 10038

Tel: +1 212 809 8085

Web: [www.standard-club.com](http://www.standard-club.com)

Leanne O'Loughlin o: +1 646 753 9021  
m: +1 646 321 1494  
e: [leanne.oloughlin@ctplc.com](mailto:leanne.oloughlin@ctplc.com)

LeRoy Lambert o: +1 646 753 9020  
m: +1 973 444 2683  
e: [leroy.lambert@ctplc.com](mailto:leroy.lambert@ctplc.com)

Rebecca Hamra o: +1 646 753 9022  
m: +1 646 321 2146  
e: [rebecca.hamra@ctplc.com](mailto:rebecca.hamra@ctplc.com)

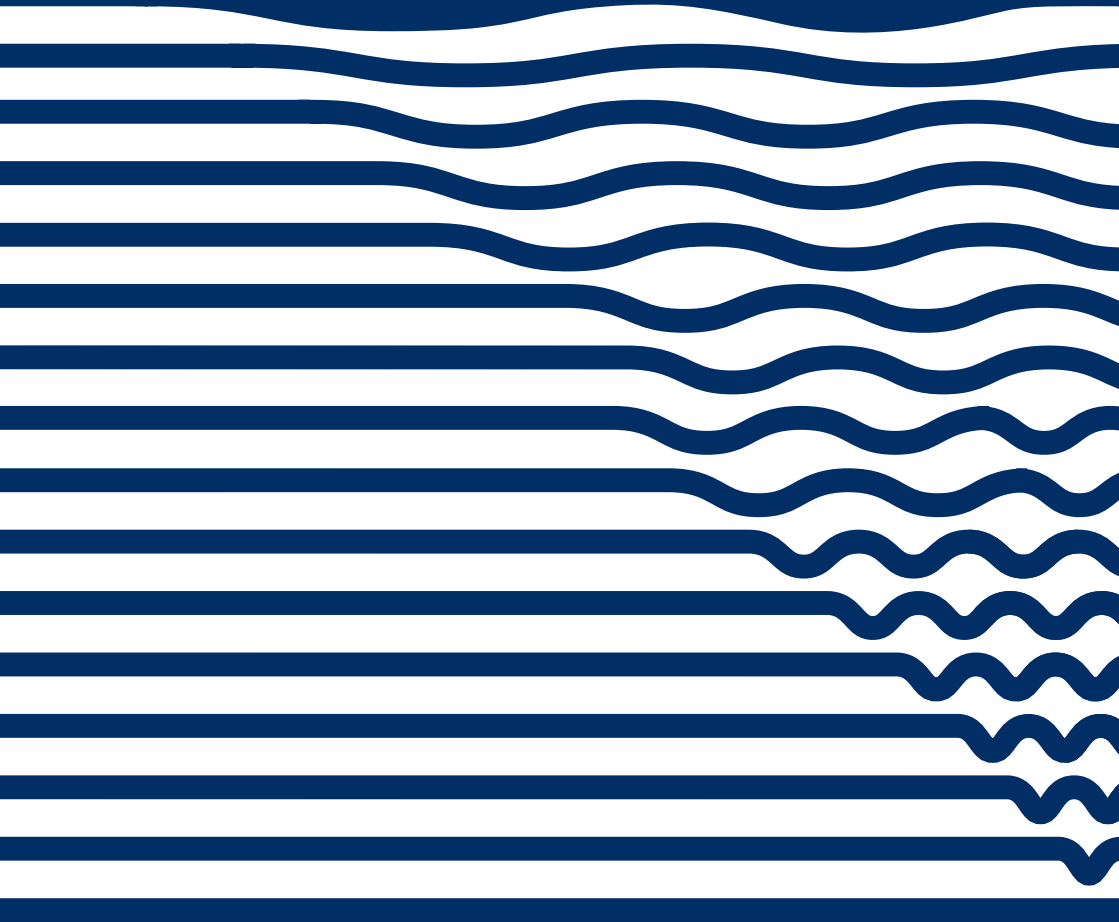
Clement Lehembre o: +1 646 753 9023  
m: +1 917 412 1773  
e: [clement.lehembre@ctplc.com](mailto:clement.lehembre@ctplc.com)





# 07

## Maps and Correspondents





The correspondent listing is regularly updated and can be found on the club's website:

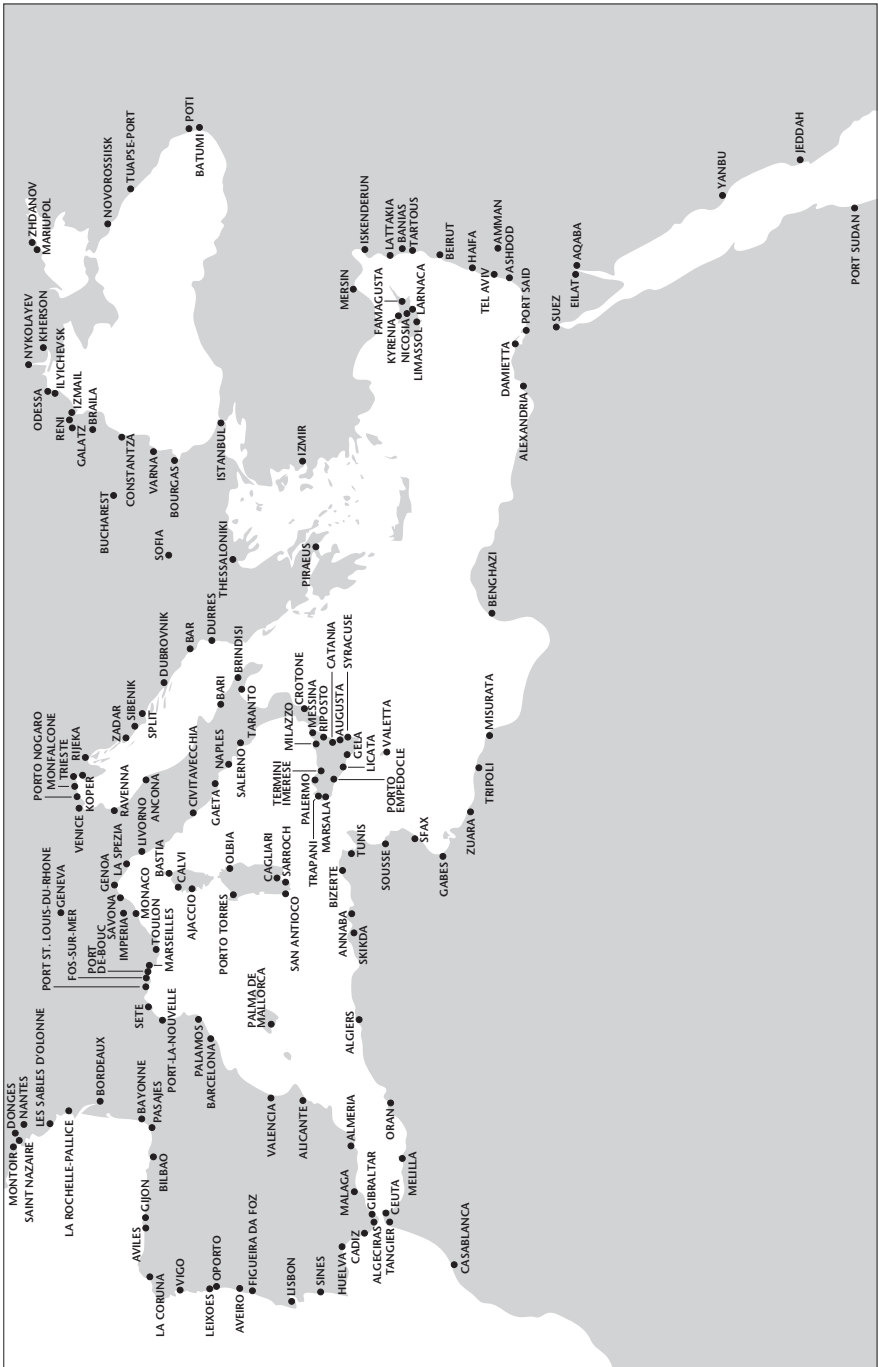
[www.standard-club.com](http://www.standard-club.com)

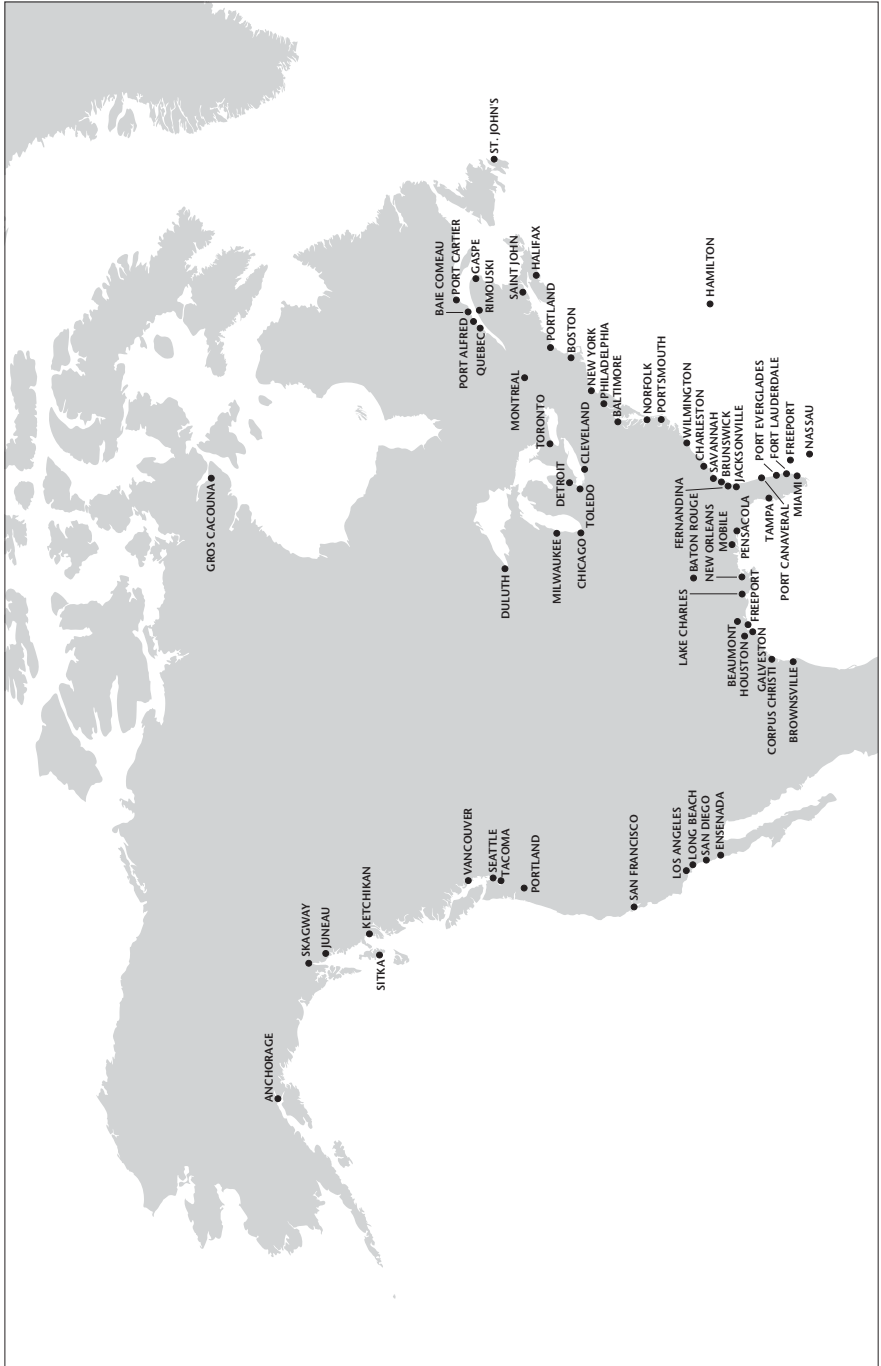
The emergency telephone is manned on a 24 hour basis and should be used when notifying the club of new matters arising outside normal office hours.

**+44 79 3211 3573**



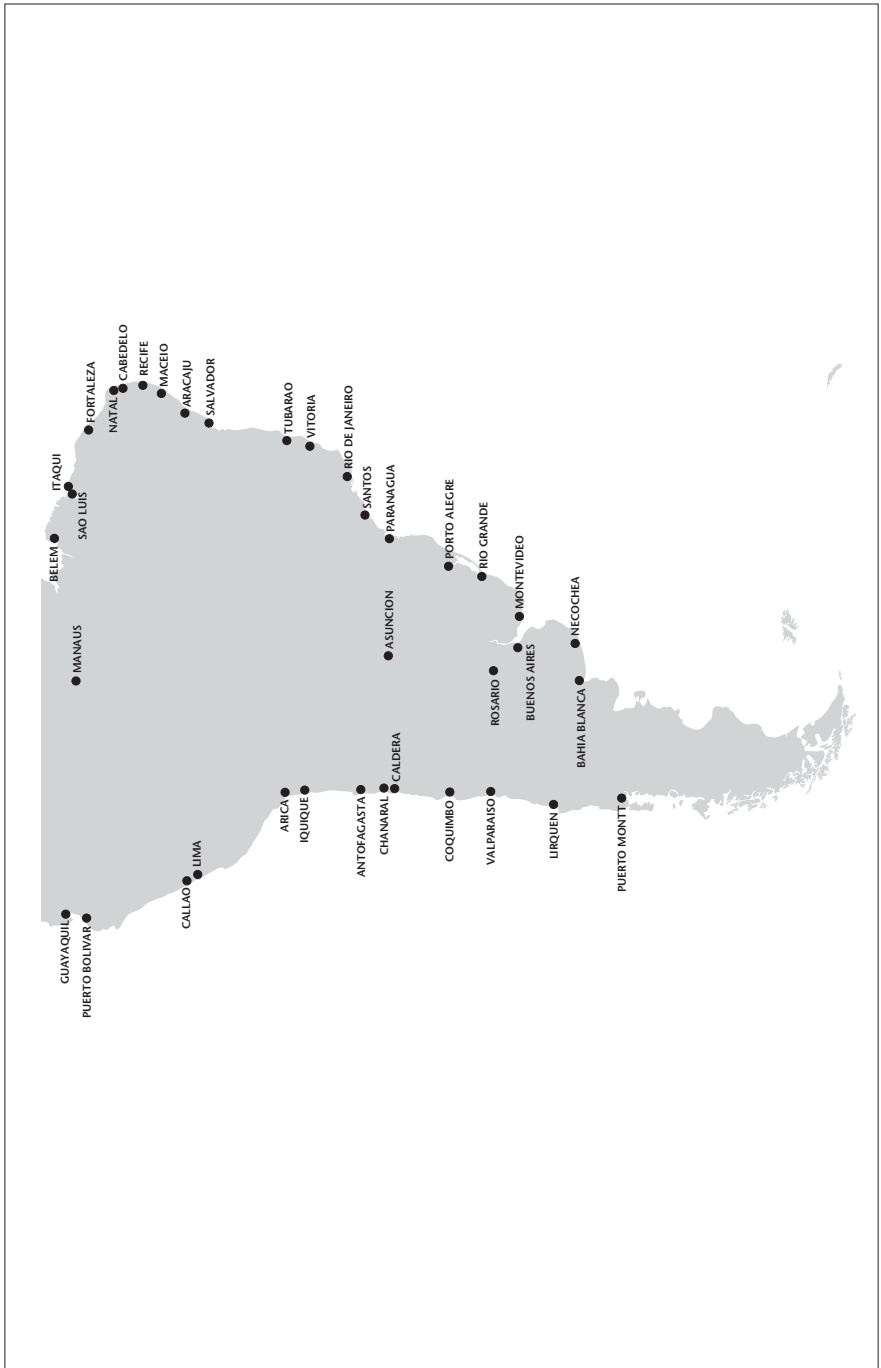






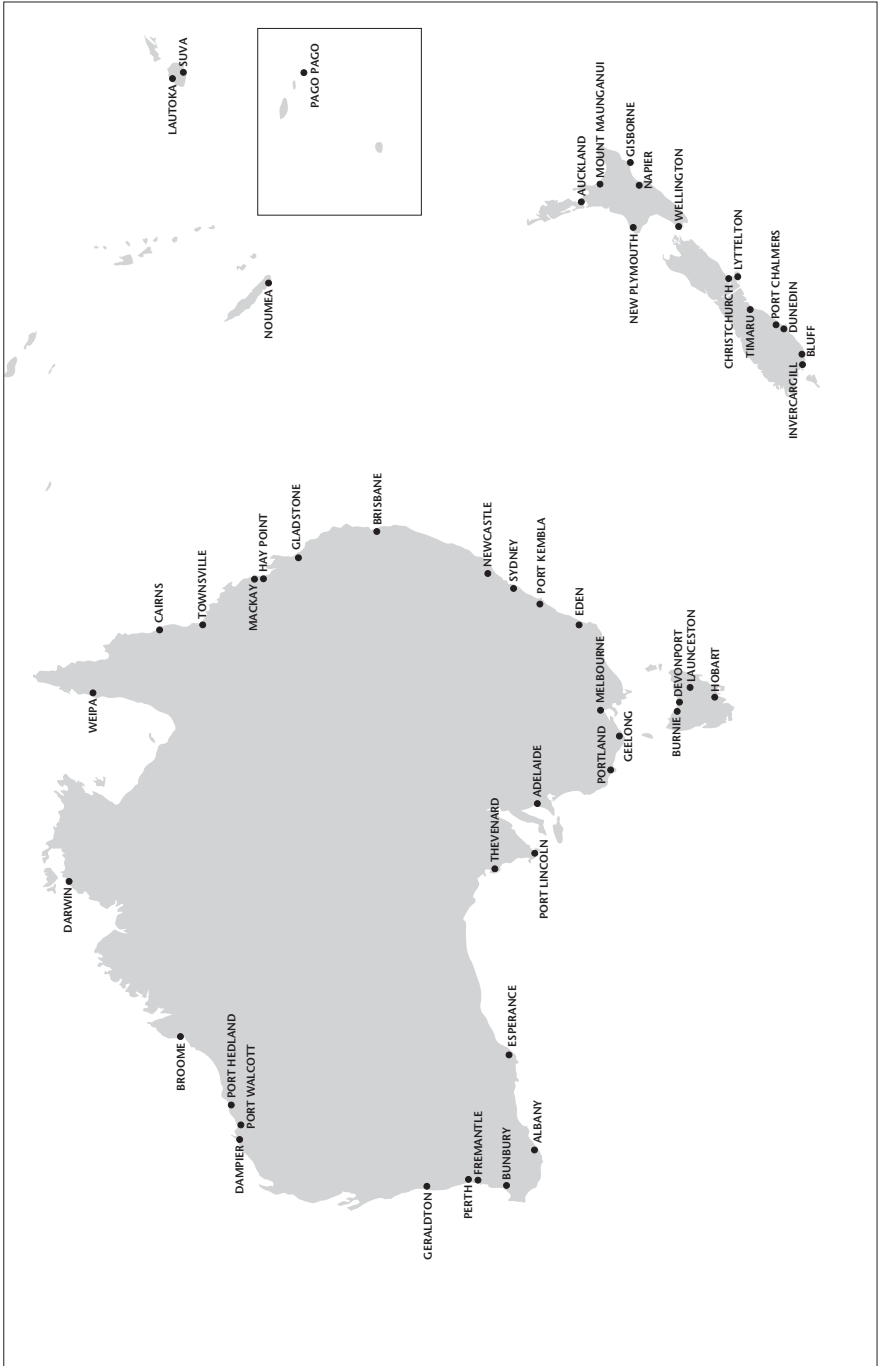














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<b>Barbados</b>	<b>77</b>	Catania	125	<b>Ecuador</b>	<b>99</b>
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Barcelona	162	Ceuta	163	<b>El Salvador</b>	<b>101</b>
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Bastia	94	<b>China</b>	<b>90</b>		
Batumi	109	Chittagong	77	Falmouth	176
Beaumont, Texas	178	Cleveland, Ohio	179	Famagusta	96
		Cochin	118	Felixstowe	176
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Guam	114	Klaipeda	134	Milford Haven	177
Guangzhou	90	Kolkata	118	Miri, Sarawak	136
<b>Guatemala</b>	<b>114</b>	Koper	158	Mobile, Alabama	182
Guatemala City	114	Kota Kinabalu, Sabah	135	Mogadishu	158
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<b>Guinea</b>	<b>115</b>	<b>Kuwait</b>	<b>132</b>	<b>Monaco</b>	<b>138</b>
<b>Guinea Bissau</b>	<b>115</b>	Kuwait	132	Monaco	138
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<b>Honduras</b>	<b>116</b>	<b>Libya</b>	<b>134</b>	<b>N</b>	
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<b>Papua New Guinea</b>	<b>147</b>	Rostock	111	Taipei	169
<b>Paraguay</b>	<b>147</b>	Rotterdam	142	<b>Taiwan</b>	<b>169</b>
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# Albania

## Durres

Samer & Misa Sh.p.k.

Telephone: +355 52 222 236  
Facsimile: +355 52 222 236  
Address: Lagja Nr. 3, Sheshi "LIRIA" EGT Tower, Kati I peste (5th Floor), Durres, Albania  
Email: samer-misa@samer-misa.com  
Website: www.samer-misa.com  
Contact: **Mr Ilir Misa** +355 682 024 704 (Mobile)  
ilir.misa@samer-misa.com

# Algeria

## Algiers

"SEAMAR" Societe d'Etudes  
Juridiques et d'Assistance  
Maritime

Telephone: +213 23 57 32 53  
Facsimile: +213 23 57 32 52  
Address: Residence Des 102 Logts, Tour Sidi Yahia, Cage A Logt 09, BMR, Alger, Algeria  
Contact: **Ms Assia Boudaba** +213 552 395 038 (Mobile)  
a.boudaba@seamar-dz.com  
**Ms Meriem Ayache** +213 559 678 191 (Mobile)  
m.ayache@seamar-dz.com  
**Ms Akki Assia** +213 558 387 122 (Mobile)  
akki.assia@seamar-dz.com  
**Mr Rachid Francis** +213 23 57 32 54  
+213 661 535 209 (Mobile)  
r.francis@seamar-dz.com

## Bejaia

Neffous Shipping & Consulting

Telephone: +213 662 16 26 40  
Facsimile: +213 34 12 27 84  
Address: Sidi Ahmed, Hai Oultache ilot 3, No. 73, Bejaia, 06000, Algeria  
Email: bejaia@neffous-pandi.com  
Contact: **Capt Ahmed Medjtouh** +213 553 25 83 39 (Mobile)  
24 hours phone number: +213 661 20 95 85. In case of communication problems please call:  
+33 6 74 84 75 88

## Oran

Neffous Shipping & Consulting

Telephone: +213 41 38 52 19  
Facsimile: +213 41 38 52 61  
Address: 28, Boulevard Ahmed Ben Abderezak, Oran, 31000, Algeria  
Email: mail@neffous-pandi.com  
Contact: **Mr Mohammed Neffous** +213 661 20 95 85 (Mobile)  
nscalgeria@wanadoo.fr

24 hours phone number: +213 661 20 95 85. In case of communication problems please call:  
+33 6 74 84 75 88

# Angola

## Luanda

### Pinto Basto (Angola)

Telephone: +244 222 333 242  
Facsimile: +244 222 372 355  
Address: Rua Rainha Ginga, No. 187, R/c, Lojas L, M & N, Luanda, Angola  
Email: piangola@pintobasto.com  
Website: www.pintobasto.com

Contact:	<b>Mrs Vera Mexia</b>	+351 918 774 599 (Mobile) vera.mexia@pintobasto.com
	<b>Mrs Maria Helena</b>	+351 919 370 541 (Mobile) maria.helena@pintobasto.com
	<b>Mr Joao Azeredo</b>	+351 912 231 134 (Mobile) joao.azeredo@pintobasto.com
	<b>Ms Vera Figueiredo</b>	+244 914 950 884 (Mobile)

In all requests please add: piangola@pintobasto.com, mobile: +351 918 774 599

### Budd Angola

Telephone: +244 226 215 177  
Facsimile: +244 226 215 177  
Address: Rua Alameda Manuel Van-Dunen, No. 261, 1° andar Esqdo, Bairro Comandante Valodia (Combatente), Luanda, Angola  
Email: budd.angola@budd-pni.com

Contact:	<b>Mr Filipe Bonfim</b>	+244 912 500 503 (Mobile) filipe.bonfim@budd-pni.com
	<b>Mr Hilario Simba</b>	+244 924 868 783 (Mobile) hilario.simba@budd-pni.com
	<b>Ms Ndeye Diouf</b>	+221 764 668 888 (Mobile) fatou.diouf@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

# Argentina

## Bahia Blanca

### Agencia Maritima Walsh (E. Burton) S.r.l.

Telephone: +54 291 457 3080  
Facsimile: +54 291 457 3072  
Address: Grecia 13, 8103 Ingeniero White, P.O. Box 18, Bahia Blanca, 8000, Argentina  
Email: surveys@walsh.com.ar  
Website: www.walsh.com.ar

Contact:	<b>Mr Eric Heiling</b>	+54 9291 571 2627 (Mobile) ericheiling@walsh.com.ar
----------	------------------------	--

# Argentina continued

## Buenos Aires

Pandi Liquidadores S.R.L.

Telephone: +54 11 4313 3500  
Address: Viamonte 494, 8th Floor, Buenos Aires, C1053ABJ, Argentina  
Email: [pandi@pandi.com.ar](mailto:pandi@pandi.com.ar)  
Website: [www.pandi.com.ar](http://www.pandi.com.ar)

Contact:	<b>Mr Alberto Trigub</b>	+54 11 4801 7606 (Home) +54 9 11 4449 1450 (Mobile) <a href="mailto:alberto.trigub@pandi.com.ar">alberto.trigub@pandi.com.ar</a>
	<b>Mr Ricardo Crisp</b>	+54 11 4786 3080 (Home) +54 9 11 3692 7788 (Mobile) <a href="mailto:ricardo.crisp@pandi.com.ar">ricardo.crisp@pandi.com.ar</a>
	<b>Mr Sebastian Trigub</b>	+54 9 11 4407 2602 (Mobile) <a href="mailto:sebastian.trigub@pandi.com.ar">sebastian.trigub@pandi.com.ar</a>

24 hours emergency phone number: +54 9 11 4446 0662

Edye, Roche, De La Vega & Ray  
(Lawyers)

Telephone: +54 11 4311 3011  
Facsimile: +54 11 4313 7765  
Address: 25 De Mayo 489, 5th Floor, Ciudad de Buenos Aires, C1002ABI, Argentina  
Email: [edye@edye.com.ar](mailto:edye@edye.com.ar)

Contact:	<b>Mr Fernando Ray</b>	+54 11 4801 0279 (Home) +54 9 11 4446 4220 (Mobile) <a href="mailto:fray@edye.com.ar">fray@edye.com.ar</a>
	<b>Dr José Garcia</b>	+54 9 11 6878 5224 (Mobile) <a href="mailto:jgarcia@edye.com.ar">jgarcia@edye.com.ar</a>

24 hours mobile: +54 9 11 444 64220

## Aruba

### Orangestad

NV v/h Firma C.S. Gorsira  
J.P. Ez

Telephone: +297 582 4124  
Facsimile: +297 582 5988  
Address: Caya G.F. "Betico" Croes #222, Unit 12, Orangestad, Aruba

Contact:	<b>Mr Hanley Bronswinkel</b>	+297 593 0973 (Home) <a href="mailto:bronswinkelh@vrshipping.com">bronswinkelh@vrshipping.com</a>
----------	------------------------------	--

# Australia

## Adelaide

Wallmans Lawyers  
(Lawyers)

Telephone: +61 8 8235 3000  
Facsimile: +61 8 8232 0926  
Address: 400 King William Street, Level 5, Adelaide, South Australia,  
5000, Australia

Website: [www.wallmans.com.au](http://www.wallmans.com.au)

Contact: **Mr Ian Maitland** +61 8 8388 5543 (Home)  
+61 407 297 067 (Mobile)  
[ian.maitland@wallmans.com.au](mailto:ian.maitland@wallmans.com.au)

**Mr Alex Bubner** +61 8 8325 3031  
+61 437 848 150 (Mobile)  
[alex.bubner@wallmans.com.au](mailto:alex.bubner@wallmans.com.au)

**Mr Scott Lumsden** +61 403 069 812 (Mobile)  
[scott.lumsden@wallmans.com.au](mailto:scott.lumsden@wallmans.com.au)

## Brisbane

Bayside Shipping Services  
Pty Ltd.

Telephone: +61 7 3102 3406  
Facsimile: +61 3 8677 1801  
Address: P.O. Box 317, Cannon Hill, Brisbane, Queensland, 4170, Australia  
Email: [brisbane@baysideshipping.com](mailto:brisbane@baysideshipping.com)

Contact: **Ms Alex Evered** +61 3 5424 1224  
+61 438 663 466 (Mobile)  
[alex@baysideshipping.com](mailto:alex@baysideshipping.com)

**Mr Neale Proctor** +61 7 5641 0102  
+61 423 699 627 (Mobile)  
[neale@baysideshipping.com](mailto:neale@baysideshipping.com)

Thynne + Macartney  
(Lawyers)

Telephone: +61 7 3231 8888  
Facsimile: +61 7 3229 0855  
Address: Level 32, Riverside Centre, 123 Eagle Street, G.P.O. Box 245,  
Brisbane, Queensland, 4001, Australia  
Email: [mail@thymac.com.au](mailto:mail@thymac.com.au)

Contact: **Mr Michael Fisher** +61 7 3231 8857  
+61 408 735 653 (Mobile)  
[mfisher@thymac.com.au](mailto:mfisher@thymac.com.au)

**Mr Matthew Hockaday** +61 7 3231 8814  
+61 422 318 678 (Mobile)  
[mhockaday@thymac.com.au](mailto:mhockaday@thymac.com.au)

# Australia continued

## Cairns

Thynne + Macartney  
(Lawyers)

Telephone: +61 7 4031 4711  
Facsimile: +61 7 4031 3810  
Address: 1st Floor, Moresby Haus., 4 Scott Street, P.O. Box 5701, Cairns,  
Queensland, 4870, Australia  
Email: cairns@thymac.com.au

Contact: **Mr Chanveer Singh** +61 466 955 776 (Mobile)  
csingh@thymac.com.au

**Mr Michael Fisher** +61 7 3844 0964 (Home)  
+61 408 735 653 (Mobile)  
mfisher@thymac.com.au

**Mr Matthew Hockaday** +61 7 3397 4290 (Home)  
+61 422 318 678 (Mobile)  
mhockaday@thymac.com.au

## Dampier

Bayside Shipping Services Pty Ltd.

See Fremantle

Cocks Macnish  
(Lawyers)

See Perth

## Darwin

Bayside Shipping Services Pty Ltd.

See Brisbane

Thynne + Macartney  
(Lawyers)

See Brisbane

## Fremantle

Bayside Shipping Services  
Pty Ltd.

Telephone: +61 8 9468 0280  
Facsimile: +61 3 8677 1801  
Address: P.O. Box 634, Fremantle, 6959, Australia  
Email: fremantle@baysideshipping.com

Contact: **Ms Alex Evered** +61 3 5424 1224  
+61 438 663 466 (Mobile)  
alex@baysideshipping.com

**Mr Neale Proctor** +61 7 5641 0102  
+61 423 699 627 (Mobile)  
neale@baysideshipping.com

## Hobart

Bayside Shipping Services Pty Ltd.

See Melbourne

HFW Australia  
(Lawyers)

See Melbourne

---

## Melbourne

Bayside Shipping Services  
Pty Ltd.

Telephone: +61 3 5424 1224  
Facsimile: +61 3 8677 1801  
Address: P.O. Box 16, Port Melbourne, Victoria, 3207, Australia  
Email: service@baysideshipping.com  
Website: www.baysideshipping.com.au

Contact:	<b>Ms Alex Evered</b>	+61 438 663 466 (Mobile) alex@baysideshipping.com
	<b>Mr Neale Proctor</b>	+61 7 5641 0102 +61 423 699 627 (Mobile) neale@baysideshipping.com

HFW Australia  
(Lawyers)

Telephone: +61 3 8601 4500  
Facsimile: +61 3 8601 4555  
Address: Level 39, Bourke Place, 600 Bourke Street, Melbourne, Victoria, 3000, Australia  
Website: www.hfw.com

Contact:	<b>Mr Gavin Vallely</b>	+61 3 8601 4523 +61 416 052 023 (Mobile) gavin.vallely@hfw.com
	<b>Mr Robert Springall</b>	+61 3 8601 4515 +61 416 052 015 (Mobile) robert.springall@hfw.com
	<b>Mr Simon Shaddick</b>	+61 3 8601 4554 +61 488 246 330 (Mobile) simon.shaddick@hfw.com

---

## Perth

Cocks Macnish  
(Lawyers)

Telephone: +61 8 9321 6676  
Facsimile: +61 8 9481 6518  
Address: Ground Floor, 41 Colin Street, West Perth, Western Australia, 6005, Australia  
Email: comac@cocksmacnish.com.au

Contact:	<b>Mr Tim Cocks</b>	+61 418 925 546 (Mobile) tim@cocksmacnish.com.au
	<b>Mr Ashley Nichols</b>	+61 417 959 935 (Mobile) ashley@cocksmacnish.com.au
	<b>Mr W Naseem</b>	+61 400 786 730 (Mobile) waqas@cocksmacnish.com.au
	<b>Mrs Julia Routley</b>	+61 418 950 387 (Mobile) julia@cocksmacnish.com.au

# Australia continued

## Sydney

Bayside Shipping Services  
Pty Ltd.

Telephone: +61 2 8006 7765  
Facsimile: +61 3 8677 1801  
Address: P.O. Box R1661, Royal Exchange, Sydney, New South Wales,  
1225, Australia  
Email: sydney@baysideshipping.com  
Website: www.baysideshipping.com.au

Contact: **Ms Alex Evered** +61 438 663 466 (Mobile)  
alex@baysideshipping.com

In case of communication difficulty, please contact Alex Evered tel: +61 3 5424 1224,  
fax: +61 3 8677 1801, mobile: +61 438 663 466, email: service@baysideshipping.com

HWL Ebsworth  
(Lawyers)

Telephone: +61 2 9334 8555  
Facsimile: +61 2 8615 4301  
Address: Level 14, 264-278 George Street, Sydney, New South Wales,  
2000, Australia  
Website: www.hwlebsworth.com.au

Contact: **Mr Joe Hurley** +61 2 9334 8765  
+61 409 469 563 (Mobile)  
jhurley@hwle.com.au

**Mr Simon Liddy** +61 2 9334 8856  
+61 419 012 633 (Mobile)  
sliddy@hwle.com.au

**Mr Anthony Highfield** +61 2 9334 8764  
+61 407 402 437 (Mobile)  
ahighfield@hwle.com.au

**Mr Jesper Martens** +61 431 312 050 (Mobile)  
jmartens@hwle.com.au

## Azerbaijan

### Baku

Akaya Co. Ltd.

Address: S. Mehdiyev 93, "Azeraqartikinti" Binasi, 9 cu Mertebe, Baku,  
1141, Azerbaijan  
Email: baku@akayasurvey.com  
Website: www.akayasurvey.com

Contact: **Mr Serdat Erdogan** +90 533 622 1199 (Mobile)

**Mr S Farzaliyev** +99 455 752 0023 (Mobile)

**Mr A Nazarov** +99 450 331 8110 (Mobile)

In case of difficulty contact liason office in Istanbul: +90 212 472 5600



# Azores

## Ponta Delgada

Albano de Oliveira Sucr. Ltda.

Telephone: +351 296 282 638  
Facsimile: +351 296 283 746  
Address: Av. Infante D. Henrique 5-1, P.O. Box 153, Ponta Delgada, Azores, 9500-762, Portugal  
Email: office@albanoagency.com  
Website: www.albano-agency-azores.com

Contact:	<b>Dr António Raposo</b>	+351 917 765 828 (Mobile)
	<b>Mr Ricardo Paulino</b>	+351 917 205 230 (Mobile)
	<b>Mr José Raposo</b>	+351 917 287 275 (Mobile)
	<b>Mr Rui Fragata</b>	+351 963 454 834 (Mobile)

# Bahamas

## Freeport

West Atlantic Marine

Telephone: +1 242 602 7765  
Facsimile: +1 242 352 9014  
Address: 12 Shelley Street, P.O. Box F-41848, Freeport/Lucaya, Grand Bahama Island, Bahamas  
Email: wamco@batelnet.bs  
Website: www.westatlanticmarine.net

Contact:	<b>Capt Donald Gow</b>	+1 242 727 5951 (Mobile)
----------	------------------------	--------------------------

24 hours emergency mobile: +1 242 375 5122

McKinney, Bancroft & Hughes  
(Lawyers)

Telephone: +1 242 352 7425  
Facsimile: +1 242 352 7214  
Address: P.O. Box F-40437, The Mall, Freeport, Bahamas  
Email: freeport@mckinney.com.bs

Contact:	<b>Ms Aisha Stuart-Smith</b>	+1 242 727 2545 (Mobile) azsmith@mckinney.com.bs
----------	------------------------------	---

## Nassau

Dupuch & Turnquest & Co.  
(Lawyers)

Telephone: +1 242 393 3226  
Facsimile: +1 242 393 6807  
Address: 308 East Bay Street, P.O. Box 8181, Nassau, Bahamas  
Email: dturnco@gmail.com

Contact:	<b>Mr G McCartney</b>	+1 242 322 5320
	<b>Mrs C Lashley</b>	+1 242 325 2404 clashley@coralwave.com

# Bahrain

## Bahrain

Gulf Agency Co. (Bahrain)  
W.L.L.

Telephone: +973 17 339 777  
Facsimile: +973 17 320 498  
Address: P.O. Box 412, Building 21, GLS Premises, Road 20,  
Muharraq Area 224, Manama, Bahrain  
Email: claims.bahrain@gac.com

Contact:	<b>Mr Ravindu Rodrigo</b>	+973 3979 9074 (Mobile)
	<b>Mr Anil Kumar</b>	+973 3967 0005 (Mobile) anil.kumar@gac.com
	<b>Ms Anu Prabhakar</b>	+973 3979 5111 (Mobile) anu.prabhakar@gac.com

## BMMI Shipping Services

Telephone: +973 1773 9650  
Facsimile: +973 1772 0625  
Address: P.O. Box 828, Sh. Jaber Ahmed al Subah Highway,  
Block 611 Sitra, Bahrain  
Email: pandi@bmmi.com.bh  
Website: www.bmmigroup.com

Contact:	<b>Capt Kevin Ephraim</b>	+973 1773 9441 +973 3998 1402 (Mobile) kephraim@bmmi.com.bh
	<b>Mr Shray Khanduri</b>	+973 1773 9442 +973 6670 2460 (Mobile) skhanduri@bmmi.com.bh

# Bangladesh

## Chittagong

JF (Bangladesh) Limited

Telephone: +880 31 716 321  
Facsimile: +880 31 710 006  
Address: Finlay House, 11 Agrabad Commercial Area, Chittagong, 4100, Bangladesh  
Email: info@jfbdltd.com  
Website: www.jfbdltd.com

Contact:	<b>Mr B Chowdhury</b>	+880 31 252 1649 +880 31 613 783 (Home) +880 171 310 1044 (Mobile) bkc@jfbdltd.com
	<b>Mr M Salauddin Chowdhury</b>	+880 31 725 508 +880 31 718 056 (Home) +880 171 316 0081 (Mobile) salauddin@jfbdltd.com
	<b>Mr Tapas Sarkar</b>	+880 171 310 3411 (Mobile) tapas@jfbdltd.com
	<b>Mr Biswajit Das</b>	+880 171 310 3133 (Mobile) biswajit@jfbdltd.com

## Dhaka

Orr, Dignam & Co.  
(Lawyers)

Telephone: +880 2 956 3950  
Facsimile: +880 2 956 0257  
Address: Shajan Tower 2, 1st Floor, 3 Segun Bagicha, Office No. 101-104, Dhaka, 1000, Bangladesh

Contact:	<b>Mr M Hafizullah</b>	+880 2 956 3946 +880 01911 340 350 (Mobile) dignam@bangla.net
	<b>Mr M Ohiullah</b>	+880 01819 237 159 (Mobile) dignior@bangla.net

# Barbados

## Barbados

Cariconsult International Limited

Telephone: +1 246 423 6412  
Facsimile: +1 246 423 0985  
Address: Castle Close, Sam Lord's Castle, St. Philip, Barbados  
Email: group@cconsult.com.bb  
Website: www.steers.com.bb

Contact:	<b>Mr Rupert Steer</b>	+1 246 423 6551 (Home) +1 246 253 6412 (Mobile)
----------	------------------------	--

24 hours emergency phone number: +1 246 231 2196

# Belgium

## Antwerp

DUPI Antwerp N.V.

Telephone: +32 3 206 0050  
Facsimile: +32 3 206 0059  
Address: De Keyserlei 58-60 b57, Antwerp, 2018, Belgium  
Email: antwerp@dupi.com

Contact:	<b>Capt Jean-Louis Tack</b>	+32 3 206 0053 +32 475 745 445 (Mobile) jean-louis.tack@dupi.com
	<b>Mrs Monique Lardot</b>	+32 3 206 0057 +32 3 663 0023 (Home) +32 478 989 806 (Mobile) monique.lardot@dupi.com
	<b>Ms Laura Soulliaert</b>	+32 473 755 923 (Mobile) laura.soulliaert@dupi.com

Langlois & Co.

Telephone: +32 3 225 0655  
Address: Belcrownlaan 13, Antwerp, 2100, Belgium  
Email: mail@langlois.be  
Website: www.scua.be

Contact:	<b>Mr Dirk Verbist</b>	+32 477 317 148 (Mobile) dirk.verbist@langlois.be
	<b>Mr Steve Van den Berghe</b>	+32 475 354 660 (Mobile) steve.vandenbergh@langlois.be
	<b>Mr Kurt Van Coppénolle</b>	+32 3 206 9190 +32 475 719 560 (Mobile) kurt.vancoppenolle@langlois.be
	<b>Mrs Angeline Huys</b>	+32 475 411 847 (Mobile) angeline.huys@langlois.be

24 hours emergency phone number: +32 475 460 879

# Benin

## Cotonou

T.C.I. (Africa)

Telephone: +229 213 113 42  
Facsimile: +229 213 118 37  
Address: B.P. 03-1060, C/0282 Zongo, Cotonou, Benin  
Email: tci-cotonou@tci-africa.com

Contact:	<b>Mr Nourou Oumorou</b>	+229 97 880 990 (Mobile)
	<b>Mr Ernest Gbeda</b>	+229 97 626 576 (Mobile)
	<b>Mr Florentin Codja</b>	+229 96 570 787 (Mobile)

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

Budd Benin

Telephone: +229 21 318 406  
Facsimile: +229 21 318 456  
Address: C/371/372 Boulevard St. Michel Maro Militaire, Cotonou, Benin  
Email: budd.benin@budd-pni.com

Contact:	<b>Mr Emmanuel Boula</b>	+229 97 014 371 (Mobile) emmanuel.boula@budd-pni.com
	<b>Ms Pauline Atitso</b>	+228 90 094 975 (Mobile) pauline.atitso@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number +33 184 880 841 and copy all emails to general.marseille@bud-pni.com

# Bermuda

## Hamilton

Charles Taylor & Co. (Bermuda)

Telephone: +1 441 292 7655  
Facsimile: +1 441 278 7713  
Address: Swan Building, 2nd Floor, 26 Victoria Street, Hamilton, HM 12, Bermuda  
Email: pandi.bermuda@ctplc.com

Contact:	<b>Mr Andy McComb</b>	+1 441 505 8495 (Mobile) andy.mccomb@ctplc.com
	<b>Ms Roxeen White</b>	+1 441 505 4832 (Mobile) roxeen.white@ctplc.com

# Brazil

## Belem

Williams Brothers Ltda.

Telephone: +55 91 222 4973  
Facsimile: +55 91 223 9432  
Address: Rua Santo Antonio 316, Conj 501 Centro, Belem PA, 66010 090, Brazil  
Email: wilpandi@williams.com.br

Contact:	<b>Mr Jorge Eduardo</b>	+55 91 9995 3715 (Mobile)
----------	-------------------------	---------------------------

Please contact Recife for after office hours numbers

## Brazil continued

### Fortaleza

Representações Proinde Ltda.

Telephone: +55 85 3099 4068  
Address: c/o Abacus Representacoes Ltda., Rua Osvaldo Cruz,  
1 Sala 1408, Fortaleza, 60125-150, Brazil  
Email: proinde.fortaleza@proinde.com.br  
Contact: **Mr Jose de Carvalho** +55 98 830 3682 (Mobile)

### Maceio

Williams Brothers Ltda.

Telephone: +55 82 3223 2299  
Facsimile: +55 82 3327 2300  
Address: Rua Barao De Jaragua, 292, P.O. Box 1009, Maceio A.L.,  
57025.140, Brazil  
Email: wilmcz@williams.com.br  
Contact: **Mr Ageu Nascimento** +55 82 3325 1120  
+55 82 99976 6323 (Mobile)

In case of communication difficulty please contact Recife

### Manaus

Representações Proinde  
Norte Ltda.

Telephone: +55 92 3307 0653  
Facsimile: +55 92 3307 0830  
Address: Av. Dr. Theomario Pinto da Costa, 811 Sala 204,  
Manaus – Amazonas, 69050 055, Brazil  
Email: proinde.manaus@proinde.com.br  
Website: www.proinde.com.br  
Contact: **Mr Max Pomar** +55 92 98216 0220 (Mobile)

### Paranagua

Van Herp & Frumento  
(P&I Services) Ltda.

Telephone: +55 41 3422 5512  
Facsimile: +55 41 3423 1691  
Address: Av. Arthur de Abreu, 29 – 9 andar – Sala 10, Paranagua,  
83203-210, Brazil  
Email: pandi-png@pandi-png.com.br  
Contact: **Mr J Frumento Filho** +55 41 3422 5505 (Home)  
+55 41 99978 2564 (Mobile)  
frumento@pandi-png.com.br  
**Mr Abilio Abreu** +55 41 3425 5520 (Home)  
+55 41 99903 9631 (Mobile)  
abreu@pandi-png.com.br

Mailing address: P.O. Box 355, Centro Historico, Paranagua, 83203-210, Brazil

---

## Recife

Williams Brothers Ltda.

Telephone: +55 81 3341 7081  
Facsimile: +55 81 3327 2300  
Address: Rua Prof. Aurelio de Castro Cavalcante 339, Boa Viagem, Recife, Pernambuco, 51130-280, Brazil  
Email: wilpandi@williams.com.br  
Website: www.williamsbrothers.com.br

Contact:	<b>Mr Mario Williams Neto</b>	+55 81 3327 5842 (Home) +55 81 99971 2203 (Mobile)
	<b>Mr Gabriel Oliveira</b>	+55 81 3462 1794 (Home) +55 81 99971 2202 (Mobile)
	<b>Ms Deborah Spangler</b>	+55 81 99926 9841 (Mobile)

24 hours emergency phone number: +55 81 99972 7202

Representações Proinde  
(Nordeste) Ltda.

Telephone: +55 81 3328 6414  
Facsimile: +55 81 3465 2570  
Address: Avenida Visconde de Jequitinhonha 209, Sala 402, Recife, 20009-003, Brazil  
Email: proinde.recife@proinde.com.br

Contact:	<b>Capt Marcos Magalhaes</b>	+55 81 99194 4669 (Mobile) marcos.vitor@proinde.com.br
----------	------------------------------	---

24 hours emergency phone number: +55 81 3048 4317

---

## Rio de Janeiro

Pandibras Ltda.

Telephone: +55 21 2253 4347  
Facsimile: +55 21 2253 4347  
Address: Av. Rio Branco 45, Salas 1909/10, Rio de Janeiro, 20090-003, Brazil  
Email: pandibras.rio@terra.com.br  
Website: www.pandibras.com.br

Contact:	<b>Mr Waldyr Pierry</b>	+55 21 99912 2729 (Mobile)
	<b>Mr Gustavo Pierry</b>	+55 21 2557 3416 (Home) +55 21 99925 1007 (Mobile)

Representações  
Proinde (Rio) Ltda.

Telephone: +55 21 2253 6145  
Facsimile: +55 21 2253 6619  
Address: Av. Rio Branco 45, Suite 2402, Rio de Janeiro, 2009-0003, Brazil  
Email: proinde.rio@proinde.com.br  
Website: www.proinde.com.br

Contact:	<b>Mr Roosevelt Lomba</b>	+55 21 98778 8962 (Mobile) derossi.lomba@proinde.com.br
	<b>Mr Jorge Tavares</b>	+55 21 98778 8963 (Mobile) jorge.tavares@proinde.com.br

---

## Rio Grande

Supermar S.A.

Telephone: +55 53 3231 1122  
Facsimile: +55 53 3231 1722  
Address: Rua Benjamin Constant 195, Room 402, Centro, Rio Grande, RS, 96200-090, Brazil  
Email: riogrande@supermar.com.br

Contact:	<b>Mr Hildo Von Ahn</b>	+55 539 9616 845 (Mobile) vonahn@supermar.com.br
	<b>Mr Everton Sampaio</b>	+55 539 9625 073 (Mobile)

## Salvador do Bahia

Representações Proinde Ltda.

Telephone: +55 71 3242 3384  
Facsimile: +55 71 3421 4461  
Address: c/o Perinautica Servicos Maritimos Ltda., Rua Miguel Calmon,  
19, sala 702, Salvador, 40015-010, Brazil  
Email: proinde.salvador@proinde.com.br  
Contact: **Mr Ali Hilly** +55 71 3242 1128  
+55 71 9971 6515 (Mobile)

Williams Brothers Ltda.

Telephone: +55 71 3241 5122  
Facsimile: +55 71 3243 9048  
Address: Rua Portugal 57, Suite 701 ED, Status Comercio, Salvador,  
40015-000, Brazil  
Email: wilpandi@williams.com.br  
Contact: **Mr Almir Queiroz** +55 99974 0986 (Mobile)

In case of communication difficulty please contact Recife

## Santos

Brazil P&I

Telephone: +55 13 2102 1650  
Facsimile: +55 13 2102 1660  
Address: Rua Guaiao, 66 cj 2501, Aparecida, Santos, 11035-260, Brazil  
Email: mail@brazilpandi.com.br  
Website: www.brazilpandi.com.br  
Contact: **Mr Albert Carriere** +55 13 2102 1662  
+55 139 9645 5768 (Mobile)  
albert@brazilpandi.com.br  
**Mr Mauro Sanmarco** +55 13 2102 1665  
+55 139 8188 0708 (Mobile)  
mauro@brazilpandi.com.br  
**Mr Filipe Chaves** +55 13 2102 1654  
+55 139 9788 9951 (Mobile)  
filipe@brazilpandi.com.br  
**Ms Patricia Anhas** +55 139 9641 1762 (Mobile)

Representações Proinde  
(Santos) Ltda.

Telephone: +55 13 4009 9550  
Facsimile: +55 13 4009 9560  
Address: Rua Itororó, 3 – sala 31, Santos, 11010-071, Brazil  
Email: proinde@proinde.com.br  
Website: www.proinde.com.br  
Contact: **Mr Carlos Augusto** +55 13 4009 9551  
+55 139 9797 1694 (Mobile)  
carlos.augusto@proinde.com.br  
**Mr Ricardo Martins** +55 13 4009 9552  
+55 139 9762 6626 (Mobile)  
ricardo.martins@proinde.com.br  
**Mr Mauricio Alves** +55 13 4009 9553  
+55 139 9750 6654 (Mobile)  
mauricio.alves@proinde.com.br



---

## Vitoria

Seastar Consultoria Ltda.

Telephone: +55 27 3314 2982  
Facsimile: +55 27 3227 3243  
Address: Av. Nossa Senhora dos Navegantes 495, Suites 407/410, Enseada do Sua, Vitoria, Espirito Santo, 29050-335, Brazil  
Email: vitoria@seastarpandi.com  
Website: www.seastarpandi.com

Contact:	<b>Mr Celso Pimentel</b>	+55 27 3345 9565 +55 27 99989 3834 (Mobile) seacelso@terra.com.br
	<b>Mrs Eliana Salim</b>	+55 27 99971 8700 (Mobile)
	<b>Mr Alexandre Népio</b>	+55 27 99942 7798 (Mobile)

---

## Bulgaria

### Bourgas

Kalimbassieris Maritime

Telephone: +359 56 84 04 42  
Facsimile: +359 56 84 04 43  
Address: 33 Tsarigradska Street, Bourgas, 8000, Bulgaria  
Email: bourgas@kalimbassieris.com  
Website: www.kalimbassieris.com

Contact:	<b>Mr Yaroslav Mladenov</b>	+359 888 32 13 84 (Mobile) y.mladenov@kalimbassieris.com
----------	-----------------------------	---

24 hours emergency phone number: +30 694 45 41 622 or +359 888 54 65 04

Omur Marine Ltd.

Telephone: +359 56 81 23 40  
Facsimile: +359 56 81 23 41  
Address: 124 Sheynovo Str., Et. 2, Bourgas, 8000, Bulgaria  
Email: omurmarine@omurmarine.com

Contact:	<b>Mr Stavatcho Slavov</b>	+359 885 40 56 76 (Mobile)
----------	----------------------------	----------------------------

Emergency phone number: +90 538 272 12 73. All correspondence through Istanbul office

---

### Sofia

Fidelitas Ltd.

Telephone: +359 24 438 823  
Facsimile: +359 52 600 453  
Address: Vitosha Region, Block 7, Office No. 12, Sofia, 1700, Bulgaria  
Email: office@fidelitasgroup.com

Contact:	<b>Mr Vasil Stoimenov</b>	+359 88 720 7241 (Mobile)
----------	---------------------------	---------------------------

# Bulgaria continued

## Varna

Fidelitas Ltd.

Telephone: +359 52 953 330  
Facsimile: +359 52 600 453  
Address: Lake House Building, 158 "Devnya" Street, Varna, 9009, Bulgaria  
Email: office@fidelitasgroup.com

Contact:	<b>Mr Biser Diveri</b>	+359 52 953 333 +359 88 892 5825 (Mobile)
	<b>Capt Vladimir Kostov</b>	+359 52 953 331 +359 88 947 0970 (Mobile)

Omur Marine Ltd.

Telephone: +359 52 602 775  
Facsimile: +359 52 602 774  
Address: Sofroniy Vrachanski Str. No. 30V, Floor 4, Varna, 9000, Bulgaria  
Email: omurmarine@varna.net

Contact:	<b>Mr Stavatcho Slavov</b>	+359 88 540 5676 (Mobile)
----------	----------------------------	---------------------------

Emergency phone number: +90 538 272 1273. All correspondence through Istanbul office

## Cambodia

### Phnom Penh

Seasia P&I Services –  
Cambodia

Telephone: +65 6323 7732  
Facsimile: +855 2388 1964  
Address: 168 KA, Street 598, Sangkat Toul Sangke, Khan Russey Keo,  
Phnom Penh, Cambodia  
Email: cambodia@seasia-group.com  
Website: www.seasia-group.com

Contact:	<b>Mr Por Sour</b>	+855 1270 6688 +855 1146 5555 (Mobile)
----------	--------------------	---

## Cameroon

### Douala

Budd Cameroon

Telephone: +237 233 42 7345  
Facsimile: +237 233 43 0571  
Address: P.O. Box 4574 – Residence Kassap, 82 Boulevard de la Liberte,  
Douala, Cameroon  
Email: budd.cameroon@budd-pni.com

Contact:	<b>Mrs Suzanne Moume</b>	+237 233 42 8476 +237 677 789 100 (Mobile) suzanne.moume@budd-pni.com
	<b>Ms Natasha Sm Etoa</b>	+237 696 795 733 (Mobile) natasha.sm.etoa@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

---

## Douala

T.C.I. (Africa)

Telephone: +237 233 43 9480  
Facsimile: +237 233 43 9480  
Address: P.O. Box 1048, Immeuble CNPS EX SIA 10,  
Face Place du Gouvernement, Bonanjo, Douala, Cameroon  
Email: tci-douala@tci-africa.com

Contact: **Mr Joel Ndona** +237 696 53 4481 (Mobile)

**Mr Peggy Houdjeu** +237 677 11 8564 (Mobile)

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

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## Canada

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### Gros Cacouna

See Quebec City

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### Halifax

Stewart McKelvey  
(Lawyers)

Telephone: +1 902 420 3200  
Facsimile: +1 902 420 1417  
Address: Purdy's Wharf Tower 1, 900-1959 Upper Water Street, Halifax,  
Nova Scotia, B3J 3N2, Canada

Contact: **Mr Will Moreira** +1 902 222 0083 (Mobile)

wmoreira@stewartmckelvey.com

**Mr Scott Campbell** +1 902 802 8033 (Mobile)

srcampbell@stewartmckelvey.com

---

### Montreal

Shipowners Assurance  
Management Limited

Telephone: +1 514 393 9864  
Facsimile: +1 514 393 3848  
Address: 740 Notre Dame St. West, Suite 1480, Montreal, Quebec,  
H3C 3X6, Canada

Contact: **Mr Peter Rozum** +1 514 694 3876 (Home)  
+1 514 594 6443 (Mobile)  
peter.rozum@shipassurance.ca

**Mr Alan Loiseau** +1 450 699 7400 (Home)  
+1 514 945 8884 (Mobile)  
alan.loiseau@shipassurance.ca

**Mr Sean Rozum** +1 514 865 3876 (Mobile)  
sean.rozum@shipassurance.ca

**Mr Andrew Rozem** +1 514 758 3876 (Mobile)  
andrew@shipassurance.ca

# Canada continued

## Montreal

**Brisset Bishop**  
(Lawyers)

Telephone: +1 514 393 3700  
Facsimile: +1 514 393 1211  
Address: 2020 Robert-Bourassa Blvd., Suite 2020, Montreal, Quebec,  
H3A 2A5, Canada  
Email: general@brissetbishop.com

Contact:	<b>Ms Daniele Dion</b>	+1 514 333 8585 (Home) +1 514 984 4417 (Mobile) danieledion@brissetbishop.com
	<b>Mr Richard Desgagnes</b>	+1 514 893 4228 (Mobile) richarddesgagnes@brissetbishop.com
	<b>Mr David Colford</b>	+1 514 389 7168 (Home) davidcolford@brissetbishop.com

**Borden Ladner Gervais LLP**  
(Lawyers)

Telephone: +1 514 879 1212  
Facsimile: +1 514 954 1905  
Address: 1000, rue De La Gauchetière Ouest, Suite 900, Montreal, Quebec,  
H3B 5H4, Canada  
Email: admiralty@blg.com

Contact:	<b>Mr Jeremy Bolger</b>	+1 514 836 4088 (Mobile) jbolger@blg.com
	<b>Mr Peter Pamel</b>	+1 514 714 3169 (Mobile) ppamel@blg.com
	<b>Mr Darren McGuire</b>	+1 514 710 3105 (Mobile) dmcguire@blg.com
	<b>Mr Jean-Marie Fontaine</b>	+1 514 295 8028 (Mobile) jfontaine@blg.com

## Quebec City

**Langlois Kronstrom Desjardins**  
(Lawyers)

Telephone: +1 418 650 7000  
Facsimile: +1 418 650 7075  
Address: Complexe Jules-Dallaire T3, 2820 Laurier Boulevard, 13th Floor,  
Quebec, G1V 0C1, Canada  
Email: maritime@lkd.ca  
Website: www.lkd.ca

Contact:	<b>Mr John O'Connor</b>	+1 418 650 7002 +1 418 681 8638 (Home) +1 418 563 8339 (Mobile) john.oconnor@lkd.ca
	<b>Mr Jean Grégoire</b>	+1 418 650 7077 +1 418 828 9050 (Home) +1 418 808 2475 (Mobile) jean.gregoire@lkd.ca

---

## Saint John

Stewart McKelvey  
(Lawyers)

Telephone: +1 506 632 1970  
Facsimile: +1 506 652 1989  
Address: Suite 1000, Brunswick House, 44 Chipman Hill, Saint John,  
New Brunswick, E2L 4S6, Canada

Contact:	<b>Mr Paul Harquail</b>	+1 506 632 8313 +1 506 639 0974 (Mobile) pharquail@stewartmckelvey.com
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## St. John's

Charles Taylor Adjusting

Telephone: +1 416 640 6022  
Facsimile: +1 416 640 6033  
Address: 68 Highfield Park Drive, Suite 204, Dartmouth, Halifax,  
Nova Scotia, B3A 0E4, Canada

Contact:	<b>Mr Robert Jenkins</b>	+1 709 682 6585 (Mobile) bob.jenkins@ctplc.com
----------	--------------------------	---

Avalon Customs Brokers

Telephone: +1 709 576 4761  
Facsimile: +1 709 576 0159  
Address: 60 Water Street, 4th Floor, St. John's, Newfoundland,  
A1C 1A3, Canada  
Email: acb@aharvey.nf.ca

Contact:	<b>Mr Francis Kenny</b>	+1 709 368 6795 (Home) +1 709 682 8070 (Mobile)
	<b>Mr Frank Hatcher</b>	+1 709 754 8761 (Home) +1 709 682 6797 (Mobile)
	<b>Mrs Pamela Humphries</b>	+1 709 685 4732 (Mobile)
	<b>Ms Peggy Foster</b>	+1 709 725 5117 (Mobile)

---

## Toronto

Charles Taylor Adjusting

Telephone: +1 416 640 6022  
Facsimile: +1 416 640 6033  
Address: 360 Bay Street, Suite 700, Toronto, Ontario, M5H 2S8, Canada

Contact:	<b>Mr Michael Guy</b>	+1 647 981 2677 (Mobile) michael.guy@ctplc.com
	<b>Ms Laurie Andrews</b>	+1 416 917 9975 (Mobile) laurie.andrews@ctplc.com

---

## Vancouver

Charles Taylor Adjusting

Telephone: +1 604 566 9323  
Facsimile: +1 604 568 0181  
Address: 1790-401 West Georgia Street, Vancouver, British Columbia,  
V6B 5A1, Canada  
Website: www.ctplc.com

Contact:	<b>Mr Brian Aston</b>	+1 604 562 3752 (Mobile) brian.aston@ctplc.com
	<b>Mr Chris Lockwood</b>	+1 604 364 6286 (Mobile) chris.lockwood@ctplc.com

# Canada continued

## Vancouver

Bernard LLP  
(Lawyers)

Telephone: +1 604 681 1700  
Facsimile: +1 604 681 1788  
Address: 1500-570 Granville Street, Vancouver, British Columbia,  
V6C 3P1, Canada  
Email: shipping@bernardllp.ca

Contact:	<b>Mr Gary Wharton</b>	+1 604 661 0601 +1 604 921 6978 (Home) +1 604 970 5369 (Mobile) wharton@bernardllp.ca
	<b>Mr Thomas Hawkins</b>	+1 604 661 0604 +1 604 984 0417 (Home) +1 604 889 5732 (Mobile) hawkins@bernardllp.ca
	<b>Mr Peter Swanson</b>	+1 604 661 0607 +1 604 921 7974 (Home) +1 604 649 5874 (Mobile) swanson@bernardllp.ca
	<b>Mr David Jones</b>	+1 604 661 0609 +1 604 921 7999 (Home) +1 604 644 4057 (Mobile) jones@bernardllp.ca

## Canary Islands

### Las Palmas

VB Comisarios de Averias S.A.

Telephone: +34 928 21 88 69  
Facsimile: +34 928 21 88 68  
Address: Edificio Grupo Boluda, Avenida de Las Petroliferas s/n,  
Las Palmas, Gran Canaria, 35008, Spain  
Email: bldcasa@vbcomisarios.com

Contact:	<b>Mr J Alarcon</b>	+34 609 505 902 (Mobile)
	<b>Ms Christina Sanchez</b>	+34 609 579 579 (Mobile)

### Tenerife

VB Comisarios de Averias S.A.

Telephone: +34 922 472531  
Facsimile: +34 922 472537  
Address: Edificio Mastil, Avenida de Francisco la Roche 33-1, Santa Cruz,  
Tenerife, 38001, Spain  
Email: bldtf@vbcomisarios.com

Contact:	<b>Mrs Veronica Martin</b>	+34 922 472532 +34 669 898 481 (Mobile) vmartin@vbcomisarios.com
	<b>Mr Leo Hamilton</b>	+34 639 350 897 (Mobile) lhamilton@vbcomisarios.com

## Cape Verde Islands

St. Vincent

See Senegal

# Cayman Islands

## George Town

Marine Surveyors Cayman Ltd.

Telephone: +1 345 949 9210  
Address: 94 Aspiration Drive, Unit A3, P.O. Box 2584 GT, George Town, Grand Cayman, KY1-1103, Cayman Islands  
Email: marinesurveyorscayman@runbox.com  
Contact: **Capt Mike Pickthorne** +1 345 916 1765 (Mobile)  
**Mr G Longenbach** +1 345 927 0537 (Mobile)

# Chile

## Valparaiso

Cave y Cia. Ltda.

Telephone: +56 32 213 1000  
Facsimile: +56 32 213 1001  
Address: Almirante Senoret 70 (Edificio Capitania), 11th Floor, Office 111, Valparaiso, Chile  
Email: claims@cave.cl  
Website: www.cave.cl  
Contact: **Mr Andrew Cave** +56 32 213 1002  
+56 9 8249 7231 (Mobile)  
andrew.cave@cave.cl  
**Mrs Julia Santana** +56 32 213 1012  
+56 9 7758 1546 (Mobile)  
julia.santana@cave.cl  
**Mr John Marchant** +56 32 213 1014  
+56 9 7758 1544 (Mobile)

24 hours emergency telephone number: +56 32 225 8564

## CTA Chile

Telephone: +56 2 2790 3100  
Address: Hendaya 60 Oficina 402, Las Condes, C.P: 7550000, Santiago de Chile  
Website: www.ctplc.com  
Contact: **Mr Mark A Hanna** +56 2 2470 4700  
+56 9 9225 2516 (Mobile)  
mhanna@fgrhanna.cl

## Jorquiera & Rozas Abogados (Lawyers)

Telephone: +56 2 2580 9300  
Facsimile: +56 2 2580 9311  
Address: Isidora Goyenechea 3250, 4th Floor, Las Condes, Santiago, 755 0083, Chile  
Website: www.jjr.cl  
Contact: **Mr Ricardo Rozas** +56 2 2580 9314  
+56 9 9919 7993 (Mobile)  
rrozas@jjr.cl  
**Mr Max Morgan** +56 2 2580 9312  
+56 9 9969 2517 (Mobile)  
mmorgan@jjr.cl

24 hours emergency phone number: +56 9 9919 7993

# China

## Beijing

Huatai Insurance Agency  
& Consultant Service Ltd.

Telephone: +86 10 6657 6588  
Facsimile: +86 10 6657 6501  
Address: China Re Building, 14th Floor, No. 11 Jin Rong Avenue,  
Xicheng District, Beijing, 100033, China  
Email: pni.bj@huatai-serv.com  
Website: www.huataimarine.com

Contact:	<b>Mr Jiyu Cui</b>	+86 10 6657 6598 +86 13 701 230 630 (Mobile)
	<b>Ms Miao He</b>	+86 10 6657 6587 +86 13 801 098 591 (Mobile) hemiao@huatai-serv.com
	<b>Ms Lin Long</b>	+86 10 6657 6572 +86 13 811 693 258 (Mobile)
	<b>Ms Rui Liu</b>	+86 10 6657 6569 +86 13 811 436 992 (Mobile)

24 hours duty phone number: +86 13 701 125 026

## Dalian (Dandong, Jinzhou, Yingkou (Bayuquan), Talian)

Huatai Insurance Agency  
& Consultant Service Ltd.

Telephone: +86 411 8253 5351  
Facsimile: +86 411 8253 5352  
Address: 22nd Floor, Anho Building, No. 87 Renmin Road,  
Zhongshan District, Dalian, 116001, China  
Email: pni.dl@huatai-serv.com  
Website: www.huataimarine.com

Contact:	<b>Capt Tongzhe Lu</b>	+86 139 0985 1192 (Mobile)
	<b>Ms Xiaolin Zhao</b>	+86 139 4089 8350 (Mobile)
	<b>Ms Vivian Zhao</b>	+86 139 4208 6293 (Mobile)

24 hours duty phone number: +86 186 0408 8686. Please direct correspondence to Huatai Beijing office

## Guangzhou (Zhanjiang, Zhuhai, Shenzhen, Qinzhou, Dongguan, Fangcheng, Beihai)

Huatai Insurance Agency  
& Consultant Service Ltd.

Telephone: +86 20 388 16560  
Facsimile: +86 20 388 12470  
Address: Room 2110, Jun Yuan Mansion, No. 155 Tian He East Road,  
Guangzhou, 510620, China  
Email: pni.gz@huatai-serv.com

Contact:	<b>Mr Xueming Huang</b>	+86 133 1610 9154 (Mobile)
	<b>Ms T Ding</b>	+86 136 3246 3590 (Mobile)
	<b>Mr X Cheng</b>	+86 138 2505 0793 (Mobile)
	<b>Mr Junrong Zhang</b>	+86 20 388 54132 +86 186 8884 1096 (Mobile)

Please direct correspondence to Huatai Beijing office. 24 hours duty phone number: +86 180 2239 0488



## Qingdao (Lanshan, Weihai, Yantai, Dafeng, Longkou)

Huatai Insurance Agency  
& Consultant Service Ltd.

Telephone: +86 532 8502 1883  
Facsimile: +86 532 8502 3828  
Address: 9th Floor, Rm. 9AB No. 9 Bldg., Pacific Plaza,  
No. 35 Donghai Western Road, Qingdao, 266071, China  
Email: qingdao@huatai-serv.com  
Website: www.huataimarine.com

Contact:	<b>Mr Jinpeng Dong</b>	+86 532 8502 3929 +86 139 0642 0837 (Mobile)
	<b>Ms Xiaozheng Fu</b>	+86 133 3508 6666 (Mobile)
	<b>Mr Fei Liu</b>	+86 532 8502 1891 +86 186 6395 7368 (Mobile)
	<b>Ms Na Yin</b>	+86 186 6186 7072 (Mobile)
	<b>Mr Steven Liu</b>	+86 532 8502 1853 +86 186 5326 3396 (Mobile)
	<b>Ms Vivian Zhang</b>	+86 532 8502 1853 +86 186 6029 7596 (Mobile)

24 hours duty phone number: +86 186 5328 9883

## Shanghai (Ningbo, Nantong, Wantong, Taicang, Zhenjiang, Zhangjiagang, Nanjing, Jiangyin, Changshu)

Huatai Insurance Agency  
& Consultant Service Ltd.

Telephone: +86 21 5836 9707  
Facsimile: +86 21 5836 9209  
Address: 14-B World Plaza, No. 855 Pudong South Road, Shanghai,  
200120, China  
Email: pni.sh@huatai-serv.com

Contact:	<b>Capt Weijian Jiang</b>	+86 139 163 54092 (Mobile)
	<b>Ms Jialing Cheng</b>	+86 138 173 57939 (Mobile)
	<b>Ms Xinyi Yao</b>	+86 139 177 60833 (Mobile)
	<b>Ms Xiali Dai</b>	+86 138 173 57973 (Mobile)

24 hours duty phone number: +86 180 1622 8366

## Charles Taylor (China) Ltd.

Telephone: +86 21 6888 3101  
Facsimile: +86 21 6888 3103  
Address: Room 2903, Sino Life Tower, No. 707 Zhang Yang Road,  
Pudong District, Shanghai, China

Contact:	<b>Mr Rui Hao</b>	+86 186 1667 0163 (Mobile) rui.hao@ctplc.com
	<b>Mr Yibing Xu</b>	+86 147 154 91478 (Mobile) yibing.xu@ctplc.com

Alternative Hong Kong mobile number for Mr Y Xu: +852 5489 1478

## China continued

### Tianjin (Jingtang, Qinhuangdao, Huanghua, Caofeidian)

Huatai Insurance Agency  
& Consultant Service Ltd.

Telephone: +86 22 6622 0722  
Facsimile: +86 22 6622 0725  
Address: Rm. 8501 E8B Binhai Finance Zone, 20 Guang Chang East Road, Teda, Tianjin, 300457, China  
Email: tianjin@huatai-serv.com

Contact:	<b>Mr Haitao Mu</b>	+86 22 6622 0720 +86 136 020 17813 (Mobile)
	<b>Mr Yang Dong</b>	+86 22 6622 0787 +86 138 203 47223 (Mobile)
	<b>Ms Weiwei Liu</b>	+86 22 6622 0724 +86 135 020 20898 (Mobile)
	<b>Mr Jing Xu</b>	+86 22 6622 0721 +86 135 020 11763 (Mobile)

24 hours duty phone: +86 186 2266 0860

### Xiamen (Qingdao, Lanshan, Weihai, Yantai, Dafeng, Longkov, Rizhau)

Huatai Insurance Agency  
& Consultant Service Ltd.

Telephone: +86 592 212 3223  
Facsimile: +86 592 268 1235  
Address: Room 1703, Star World Building, 178 Qixing West Road, Siming District, Xiamen, 361012, China  
Email: pni.xm@huatai-serv.com  
Website: www.huataimarine.com

Contact:	<b>Ms Tracy Zheng</b>	+86 186 5000 0798 (Mobile)
	<b>Ms Lina Gao</b>	+86 592 2123 225 +86 159 6021 5136 (Mobile)

24 hours duty mobile: +86 150 6077 2037

## Colombia

### Barranquilla

A&A Multiprime

Telephone: +57 314 284 4799  
Address: Carrera 52 No. 76-167 Of. 201, Edificio Atlantic Center, Barranquilla, Colombia  
Email: barranquilla@aamultiprime.com  
Website: www.aamultiprime.com

Contact:	<b>Eng Manuel Calderon</b>	+57 314 284 4799 (Mobile)
----------	----------------------------	---------------------------

24 hours service numbers: +57 314 284 4799 and +57 315 333 5072

### Bogota

Charles Taylor S.A.S.

Telephone: +57 1 518 7002  
Facsimile: +57 1 518 7002  
Address: Calle 59A Bis No. 5-53 Oficina 306, Bogota D.C., Colombia

Contact:	<b>Mr Marco Montenegro B.</b>	+57 316 423 3763 (Mobile) marco.montenegro@ctplc.com
	<b>Mr Juan Rosas</b>	+57 316 526 0025 (Mobile) juan.rosas@ctplc.com

Copy all correspondence to fernando.leon@ctplc.com

---

## Bogota

A&A Multiprime

Telephone: +57 1 530 3529  
Facsimile: +57 1 218 2682  
Address: Carrera 11 No. 82-38, Of. 203, Bogota, Colombia  
Email: bogota@aamultiprime.com  
Website: www.aamultiprime.com

Contact:	<b>Mr Santiago Moreno-Andrade</b>	+57 314 284 4799 (Mobile) smoreno@aamultiprime.com
	<b>Ms Alicia Gast</b>	+57 1 214 1784 +57 315 333 5072 (Mobile) multiprime@aamultiprime.com

---

## Buenaventura

A&A Multiprime

Telephone: +57 314 284 4799  
Address: Calle 8 No. 3-52 Of. 201, Edificio Roldan, Buenaventura, Colombia  
Email: buenaventura@aamultiprime.com  
Website: www.aamultiprime.com

Contact:	<b>Capt Miguel Caro</b>	+57 314 284 4799 (Mobile)
----------	-------------------------	---------------------------

24 hours service numbers: +57 314 284 4799 and +57 315 333 5072

---

## Cartagena

A&A Multiprime Ltda

Telephone: +57 314 284 4799  
Address: Calle 11 No. 1-27, Oficina 604 Bocagrande Edificio, Don Pedro de Heredia, Cartagena, Colombia  
Email: cartagena@aamultiprime.com  
Website: www.aamultiprime.com

Contact:	<b>Eng Manuel Calderon</b>	+57 314 284 4799 (Mobile)
----------	----------------------------	---------------------------

24 hours service numbers: +57 314 284 4799 and +57 315 333 5072

Marventura Services Ltda

Telephone: +57 1 623 2730  
Facsimile: +57 1 623 5829  
Address: Carrera 11A No. 93A-80, Of. 204, Edificio Rincon del Parque, Bogota, Colombia  
Email: marventura.mail@marventura.com  
Website: www.marventura.com

Contact:	<b>Mr Guillermo Ruan</b>	+57 315 883 4916 (Mobile) gruan@marventura.com
	<b>Mr Alvaro Campos</b>	+57 315 341 9545 (Mobile) acampos@marventura.com

# Congo, Democratic Republic of

## Kinshasa

Budd Kinshasa  
c/o Safety Marine Office sprl

Telephone: +243 999 935 713  
Address: 19B Avenue du Plateau, Kinshasa-Gombe,  
Democratic Republic of Congo  
Email: budd.kinshasa@budd-pni.com

Contact:	<b>Mr Remy Kasangu</b>	+243 999 927 686 +243 851 927 086 (Mobile) remykasangu@yahoo.fr
	<b>Mr Paul Mukendi</b>	+243 851 212 321 (Mobile) paul_mukendi@yahoo.fr
	<b>Ms Ndeye Diouf</b>	+221 764 668 888 (Mobile) fatou.diouf@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

## Matadi

Budd Matadi  
c/o Safety Marine Office sprl

Telephone: +243 998 099 144  
Address: 1 Hotel de la Gare, Ville Basse/Matadi,  
Democratic Republic of Congo  
Email: budd.matadi@budd-pni.com

Contact:	<b>Mr Papy Mbambi</b>	+243 998 099 144 (Mobile)
	<b>Mr Deo Malaba</b>	+243 859 089 065 (Mobile)
	<b>Ms Ndeye Diouf</b>	+221 764 668 888 (Mobile) fatou.diouf@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

# Congo, Republic of

## Pointe Noire

T.C.I. (Africa)

Telephone: +242 22 94 7608  
Facsimile: +242 22 94 2860  
Address: 25 Rue Ditomba, Cite ELF – Lot no. 4 – 1er Camp.,  
Zone industrielle/Foire, B.P. 5179, Pointe Noire, Republic of Congo  
Email: tcipointenoire@yahoo.fr

Contact:	<b>Mr Ibrahim Tall</b>	+242 06 664 4215 (Home) +242 06 662 6253 (Mobile)
	<b>Mr Samba Tall</b>	+242 05 563 8198 (Mobile)
	<b>Mr Jeancy Kimbassa</b>	+242 06 867 0122 (Mobile)

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

# Corsica

## Ajaccio

See Marseille

## Bastia

See Marseille

## Calvi

See Marseille

# Costa Rica

## Puerto Limon

Maritime Claims-Americas, Inc.

Telephone: +506 2758 2515  
Facsimile: +506 2758 2298  
Address: Prince Thousand, Puerto Limon, Costa Rica  
Contact: **Mr Bernardo Ricketts** +506 8351 6427 (Mobile)  
bernardo@medintercr.com

In case of difficulty contact New Orleans office: +1 504 390 1515,  
email: cayestas@maritime-claims.com or jcrossi@mcacr.com

## San Jose

Pandi Costa Rica S.A.

Telephone: +506 2221 4111  
Facsimile: +506 2255 4218  
Address: Paseo de los Estudiantes, Avenida 10 Calle 11,  
P.O. Box 474-1000, San Jose, Costa Rica  
Email: info@fjapandi.com  
Contact: **Ms Adriana Jimenez** +506 2253 9320 (Home)  
+506 7012 8370 (Mobile)  
ajimenez@fjapandi.com  
**Mr Esteban Montenegro** +506 7011 2299 (Mobile)  
emontenegro@fjapandi.com

MCA – Costa Rica

Telephone: +506 2256 8125  
Facsimile: +506 2258 0589  
Address: Purdy Motors Paseo Colon, 250 metres South, Edf. Don Bosco 1,  
San Jose, Costa Rica  
Contact: **Mr Juan Rossi** +506 2288 0862 (Home)  
+506 8834 6607 (Mobile)  
jcrossi@mcacr.com  
**Ms Mariana Caridad** +506 8398 5047 (Mobile)  
mariana@mcacr.com

In case of communication difficulty please contact MCA in New Orleans office: +1 504 390 1515,  
email: cayestas@maritime-claims.com

# Croatia

## Rijeka

Macesic & Partners  
(Lawyers)

Telephone: +385 51 213 118  
Facsimile: +385 51 215 030  
Address: Pod Kastelom No. 4, P.O. Box 366, Rijeka, 51000, Croatia  
Website: www.macesic.hr  
Contact: **Mr Miran Macesic** +385 51 411 468 (Home)  
+385 99 230 3615 (Mobile)  
mmacesic@macesic.hr  
**Mr Miroljub Macesic** +385 98 260 927 (Mobile)  
macesic@macesic.hr  
**Ms Anita Krizmanic** +385 51 454 443 (Home)  
+385 98 302 006 (Mobile)  
krizmanic@macesic.hr

# Cuba

## Havana

### Conabi

Telephone: +53 7 214 4957  
Address: Calle 36A No. 313 entre 3ra A y Final, La Habana, 11300, Cuba  
Email: pandi@conabi.cu

Contact:	<b>Ms Marlene Fernandez</b>	+53 7 209 6441 (Home) +53 5 285 6535 (Mobile) marlene@conabi.cu
	<b>Capt Sergio Fernandez</b>	+53 5 330 8283 (Mobile)

Alternative email address: garoqueta1@gmail.com

### Everclar Marine & Assoc.

Telephone: +53 7 648 7385  
Facsimile: +53 7 648 7385  
Address: Calle Zambrana No. 11205 E/Pastora y 13, Reparto Antonio Maceo, Cerro, P.O. Box 34043, Hab 34, Havana, 13400, Cuba  
Email: maitecar@informed.sld.cu

Contact:	<b>Dr E Menendez</b>	+53 7 649 3517 (Home) taniars@infomed.sld.cu
	<b>Mr Luis Milian</b>	+53 7 641 0139 (Mobile)

# Curacao

## Willemstad

### N.V. v/h Firma C.S. Gorsira J.P.Ez

Telephone: +599 9 461 5873  
Facsimile: +599 9 461 2576  
Address: P.O. Box 3677, Scarlet Building, Fokkerweg 26 Salina, Willemstad, Curacao  
Email: gorsira@gorsira.com

Contact:	<b>Mr David van Nierop</b>	+599 9 738 4465 (Home) +599 9 563 0886 (Mobile)
	<b>Mr Joop van Vliet</b>	+599 9 461 4656 (Home)

# Cyprus

## Famagusta

### Bluemar P&I Services Ltd.

Telephone: +90 392 36 63008  
Facsimile: +90 392 36 63926  
Address: 3 Altay Sokak, Gazi Magosa, Kibris, Mersin, 10, Turkey  
Email: bilgehan-law@superonline.com

Contact:	<b>Mr Tagmac Bilgehan</b>	+90 392 36 53248 +90 533 861 1554 (Mobile)
	<b>Mr Orhan Bilgehan</b>	+90 392 36 53445

---

## Limassol

Elias Marine Consultants Ltd.

Telephone: +357 25 800 800  
Facsimile: +357 25 800 801  
Address: Platinum Crest, 18 Loizou Askani Street, Limassol, 3110, Cyprus  
Email: emco@eliasmarine.com  
Website: www.eliasmarine.com

Contact:	<b>Mrs Koula Louca</b>	+357 25 722 234 (Home) +357 99 670 297 (Mobile) k.louca@emco.org
	<b>Mr Rony Dergham</b>	+357 25 331 434 (Home) +357 99 670 228 (Mobile) r.dergham@emco.org

24 hours emergency phone number: +357 25 800 999

Francoudi & Stephanou Ltd.

Telephone: +357 25 867 000  
Facsimile: +357 25 561 892  
Address: The Maritime Center, 141, Omonia Avenue, Limassol, 3506, Cyprus  
Email: mail@francoudi.com

Contact:	<b>Mr T Papartemis</b>	+357 25 867 000
----------	------------------------	-----------------

---

## Nicosia

Hull Blyth Araouzos Ltd.

Telephone: +357 22 673 132  
Facsimile: +357 22 672 793  
Address: Leoforos Evagorou 17, P.O. Box 21244, Nicosia, 1504, Cyprus  
Email: hbaltd@spidernet.com.cy  
Website: www.hba.com.cy

Contact:	<b>Mr Louis Loizou</b>	+357 99 440 211 (Mobile)
	<b>Mr Tonis Kritikos</b>	+357 99 615 669 (Mobile)

---

## Denmark

### Copenhagen

P&I Scandinavia A/S

Telephone: +45 3315 4777  
Address: Amaliegade 43, Copenhagen K, 1256, Denmark  
Email: info@pandiscan.com

Contact:	<b>Mr Anker Johansen</b>	+45 3315 4777 anker.johansen@pandiscan.com
	<b>Mrs Jette Nemming</b>	+45 3315 4777 jette.nemming@pandiscan.com

Office telephone number: +45 3315 4777 is contactable 24 hours

DUPI Copenhagen

Telephone: +45 3315 4778  
Address: Kvaesthusgade 5 St.th., Copenhagen, 1251, Denmark  
Email: copenhagen@dupi.com  
Website: www.correspondents.dupi.com

Contact:	<b>Mr John Kure</b>	+45 2845 3728 (Mobile) john.kure@dupi.com
	<b>Bodil Boesgaard</b>	+45 2845 9569 bodil.boesgaard@dupi.com

# Djibouti, Republic of

## Djibouti

### McLeans-Wams

Telephone: +33 49 610 2525  
Address: 9 Place Felix Baret, P.O. Box 50319, Marseille, Cedex 20,  
13177, France  
Email: wams@mcleans.fr  
Contact: **Mr Philippe Garo** +33 6 0779 2028 (Mobile)  
**Mr Matthieu Leroux** +33 6 7475 9148 (Mobile)  
**Mr Marc Gignoux** +33 6 8668 4527 (Mobile)

Alternative email address: info@mcleans.fr

### GTS/GSK Group

Telephone: +253 2134 0118  
Facsimile: +253 2135 3294  
Address: 9-11 Rue de Geneve, P.O. Box 81, Djibouti, Republic of Djibouti  
Email: gts.djibouti@gsk-group.com  
Website: www.gsk-group.com  
Contact: **Mr Mohamed Sajid** +253 2134 3835  
+253 7773 9224 (Mobile)  
mohamed.sajid@gsk-group.com  
**Mr Awal Yacin** +253 2134 3835  
+253 7712 9705 (Mobile)  
awal.hassan@gsk-group.com  
**Mr Manoj Nair** +253 2135 3713  
+253 7778 5132 (Mobile)  
manoj.nair@gsk-group.com

# Dominican Republic

## Santo Domingo

### Frederic Schad Inc.

Telephone: +1 809 689 9377  
Facsimile: +1 809 688 7696  
Address: Carretera Sanchez Km 11½, P.O. Box 941, Santo Domingo,  
Dominican Republic  
Email: mail.expertise@schad.do  
Website: www.schad.do  
Contact: **Mrs Nilda Burgos** +1 809 695 4509  
+1 809 223 4341 (Mobile)  
nburgos@schad.do  
**Mr Bryan Langley** +1 809 695 4512  
+1 809 696 1433 (Mobile)  
blangley@schad.do



---

## Santo Domingo

E&M International Consulting,  
S.R.L.

Telephone: +1 809 732 4161  
Facsimile: +1 809 227 1985  
Address: Ave. Ramon E. Mella No. 28, Edificio Tito Mella,  
(Antigua Carretera Sanchez, Km 13½), Santo Domingo,  
Dominican Republic  
Email: info@emintco.com

Contact:	<b>Ms Llu-delis Espinal</b>	+1 829 961 2176 (Mobile) llespinal@emintco.com
	<b>Mr Vinicio Mella</b>	+1 809 729 7000 (Mobile) vmella@me.com
	<b>Mr Amaury Acosta</b>	+1 809 399 6692 (Mobile) aacosta@emintco.com

All mail to: CPS-19798, 1733 N.W. 79th Avenue, Miami, Florida, 33191 1101

---

## Ecuador

### Guayaquil

Protection & Indemnity Clubs  
S.A. Clubservices

Telephone: +593 4 256 0115  
Address: Junin 105 y Malecon, Edificio Vista al Río, Piso 3, Oficina 3B,  
Guayaquil, Ecuador  
Email: t.touma@pandiclubservices.com

Contact:	<b>Mrs Teresa Touma Abudeye</b>	+593 99 602 6220 (Home) +593 98 265 4721 (Mobile) teresatouma@hotmail.com
	<b>Ms Maritza Sanchez Lucin</b>	+593 99 891 9835 (Mobile) msanchez92@hotmail.com

Alternative phone number: +593 4 256 0069. Please copy in teresatouma@hotmail.com  
in all correspondence.

---

## Egypt

### Alexandria

Eldib Pandi

Telephone: +20 3 496 1000  
Facsimile: +20 3 496 2000  
Address: 2 Lumumba Street, P.O. Box 152, Bab Sharki, Alexandria,  
21131, Egypt  
Email: mail@eldibpandi.com

Contact:	<b>Mr Abdel Fahmy</b>	+20 3 484 6509 (Home) +20 12 2214 3213 (Mobile) abdelhamid.fahmy@eldibpandi.com
	<b>Mr Ahmed Metwally</b>	+20 3 545 6154 (Home) +20 12 2327 3624 (Mobile) ahmed.metwally@eldibpandi.com
	<b>Ms Nada Eldib</b>	+20 3 392 6000 (Home) +20 10 0188 4433 (Mobile) nada.eldib@eldibpandi.com

24 hours phone number: +20 12 2327 3620

# Egypt continued

## Alexandria

Middle East Survey and Control  
Office (MESCO)

Telephone: +20 3 486 8530  
Facsimile: +20 3 487 4435  
Address: 7 Saad Zaghloul Square, Alexandria, Egypt  
Email: mesco@mescoalex.com  
Website: www.mescoalex.com

Contact:	<b>Mr Ashraf El Sabbagh</b>	+20 12 2213 0799 (Mobile) ashraf.sabbagh@mescoalex.com
	<b>Mr Ibrahim Hamza</b>	+20 3 485 4001 +20 12 2319 9155 (Mobile) ibrahim.hamza@mescoalex.com
	<b>Mrs Rehab Farouk</b>	+20 3 486 1445 +20 3 583 0882 (Home) +20 10 0091 6071 (Mobile) rehab.farouk@mescoalex.com
	<b>Mr Alaa El Sabbagh</b>	+20 3 484 3292 (Home) +20 12 2234 7905 (Mobile) alaa.sabbagh@mescoalex.com

## Damietta

Kalimbassieris Maritime  
Egypt (LLC)

Telephone: +20 10 1221 1521  
Address: Investment Building, 2nd floor, Office no. 207, Damietta, Egypt  
Email: egypt@kalimbassieris.com.eg  
Website: www.kalimbassieris.com

Contact:	<b>Capt Sherif ElNaggar</b>	+20 12 2382 1351 (Home) +20 10 2461 0027 (Mobile) s.elnaggar@kalimbassieris.com.eg
	<b>Capt Hesham Hamid</b>	+20 10 1223 0122 (Mobile) h.hamid@kalimbassieris.com.eg
	<b>Mrs Hanane Oreiby</b>	+20 10 9988 0506 (Mobile) h.oreiby@kalimbassieris.com.eg

---

## Port Said

Abou Ali

Telephone: +20 66 324 4460  
Facsimile: +20 66 324 4489  
Address: 45 Abdel Salaam Aref Street, Al Hana Bldg. First Floor,  
P.O. Box 456, Port Said, Egypt  
Email: abouali@aboualilaw.com  
Website: www.aboualilaw.com

Contact:	<b>Mr Ahmed Abou Ali</b>	+20 22 792 4101 +20 12 211 4561 (Mobile) aabouali@aboualilaw.com
	<b>Mr Tarek Abou Ali</b>	+20 22 272 4523 (Home) +20 12 215 7937 (Mobile) tabouali@aboualilaw.com
	<b>Mr Khaled Abou Ali</b>	+20 66 324 4464 +20 12 215 3156 (Mobile) kabouali@aboualilaw.com
	<b>Mr Gamal Abou Ali</b>	+20 66 324 4468 +20 100 100 6677 (Mobile) gabouali@aboualilaw.com

---

## Suez

Eldib Pandi

Telephone: +20 62 3221 570  
Facsimile: +20 62 3228 930  
Address: 6 EL Imam EL Leithy St., Port Tawfik, Suez, Egypt  
Email: suez@eldibpandi.com

Contact:	<b>Mr R Tibichrani</b>	+20 12 2327 3620 (Mobile) richard.tibichrani@eldib.com.eg
	<b>Mr S Demerdash</b>	+20 62 3191 570 +20 12 2247 1205 (Mobile) sayed.eldemerdash@eldibpandi.com
	<b>Mr Abdel Hamid Fahmy</b>	+20 12 2214 3213 (Mobile) abdelhamid.fahmy@eldibpandi.com

---

## El Salvador

### Acajutla

Cynthia Van Helden

Telephone: +503 2519 2755  
Address: Portal La Ribera, Ave La Capilla Pasaje 8, Senda el Litoral,  
#1-3 San Salvador, Acajutla, El Salvador  
Email: vanhelden@servimares.com

Contact:	<b>Ms Cynthia Van Helden</b>	+503 2273 5116 (Home) +503 7854 5620 (Mobile) ccvhp88@hotmail.com
	<b>Mr Renato Arguello</b>	+503 7069 9690 (Mobile) raf@servimares.com

# El Salvador continued

## Acajutla

MCA – El Salvador

Telephone: +503 2452 4792  
Facsimile: +503 2452 5117  
Address: Remasur S.A. CV, Operation Building Cepa, 1st Floor,  
Acajutla, El Salvador  
Email: mcaelsalvador@navegante.com.sv

Contact:	<b>Mr Milton Guillen</b>	+503 2452 4235 +503 7853 4140 (Mobile)
	<b>Mr Guillermo Polio</b>	+503 7850 1160 (Mobile)
	<b>Mr Jonathan Vides</b>	+503 7744 9241 (Mobile)

In case of difficulty please contact New Orleans office: +01 504 390 1515 or  
email: cayestas@maritime-claims.com

# Equatorial Guinea

## Malabo

Budd  
c/o Sea & Ports MGM, S.L.

Telephone: +240 333 090 567  
Facsimile: +240 333 090 568  
Address: Carretera del Aeropuerto, KM 5, P.O. Box 983, Malabo,  
Equatorial Guinea  
Email: budd.ecuatorial-guinea@budd-pni.com

Contact:	<b>Mrs Suzanne Moume</b>	+237 233 426 476 +237 677 789 100 (Mobile) suzanne.moume@budd-pni.com
	<b>Mr Raed de las Casas</b>	+240 222 273 210 (Mobile) shipping-dpt.malabo@image-sa.com
	<b>Mr Fernando Pombo</b>	+240 222 615 878 (Mobile) shipping-manager.malabo @image-sa.com
	<b>Mr Enrique Baltanas</b>	+34 915 649 431 +34 626 279 448 (Mobile)

In case of emergency or communication difficulties contact the Budd Group emergency phone number:  
+33 184 880 841 and copy all emails to general.marseille@budd-pni.com

# Eritrea

## Asmara

Multi Cargo International  
Trading & Services (MCI)

Telephone: +291 1 20 13 71  
Facsimile: +291 1 12 57 15  
Address: St. 176-7, House No. 25, P.O. Box 359, Asmara, Eritrea  
Email: multicar@ersol.com.er

Contact:	<b>Mr G Michael</b>	+291 1 711 3503 (Home)
	<b>Capt H Ghebremicael</b>	+291 1 552 915 (Home)
	<b>Mr G Bemane</b>	+291 1 552 110 (Home)
	<b>Capt V Menon</b>	+291 1 552 002 (Home) +882 162 144 6184 (Mobile)

# Estonia

## Tallinn

Pandi Balt Estonia OU, Tallinn

Telephone: +372 6272 555  
Facsimile: +372 6272 555  
Address: Kutte 3, Maardu, Tallinn, 74112, Estonia  
Email: estonia@pandibalt.eu

Contact:	<b>Capt S Lukjanov</b>	+372 5094 330 (Mobile)
	<b>Mrs Natalia Brusnitsona</b>	+372 5133 061 (Mobile)
	<b>Mrs Larissa Zuravski</b>	+372 5147 520 (Mobile)

# Fiji

## Lautoka

Dover Marine

Telephone: +679 666 3922  
Facsimile: +679 666 5866  
Address: 10 Marine Drive, P.O. Box 3395, Lautoka, Fiji  
Email: dovermarine@connect.com.fj

Contact:	<b>Capt Doug Worthington</b>	+679 992 9920 (Mobile)
----------	------------------------------	------------------------

# Finland

## Helsinki

Oy Lars Krogius AB

Telephone: +358 9 47 636 300  
Facsimile: +358 9 47 636 363  
Address: Lintulahdenkatu 10, 8th floor, Helsinki, 00500, Finland  
Email: finland@krogius.com  
Website: www.krogius.com

Contact:	<b>Mr Kari Laakso</b>	+358 400 818 314 (Mobile) kari.laakso@krogius.com
	<b>Mr Aki Hanhela</b>	+358 405 741 547 (Mobile) aki.hanhela@krogius.com

Castren & Snellman  
Attorneys at Law Ltd.  
(Lawyers)

Telephone: +358 20 7765 765  
Facsimile: +358 20 7765 001  
Address: P.O. Box 233, (Etelaesplanadi 14), Helsinki, 00131, Finland

Contact:	<b>Mr Niklas Langenskiöld</b>	+358 20 7765 476 +358 400 876 961 (Mobile) niklas.langenskiold@castren.fi
	<b>Mr Rickard Langenskiöld</b>	+358 20 7765 329 +358 400 529 298 (Mobile) rickard.langenskiold@castren.fi

# France

## Boulogne

Services Maritimes de Boulogne

Telephone:	+33 3 2130 4615	
Facsimile:	+33 3 2183 5024	
Address:	D3 Quai de l'Europe, Le Portel, Boulogne-sur-Mer, 62480, France	
Email:	smb@nordnet.fr	
Contact:	<b>Mrs Caroline Marcel</b>	+33 6 4885 7791 (Mobile)
	<b>Mr Daniel Secquepee</b>	+33 3 2183 0125 (Home)
		+33 6 6221 4615 (Mobile)

## Brest

Les Courtiers Maritimes s.a.r.l.

Telephone:	+33 2 9844 4995	
Facsimile:	+33 2 9843 3020	
Address:	554, rue Jurien de la Graviere, Brest, 29200, France	
Email:	brokers@wanadoo.fr	
Contact:	<b>Mr Yann Caradec</b>	+33 6 0901 1794 (Mobile)
	<b>Mr Tugdual Le Page</b>	+33 2 9844 2304
		+33 6 4653 2566 (Mobile)

## Calais

ASA-Associated  
Shipping Agencies

Telephone:	+33 3 2196 5503	
Facsimile:	+33 3 2196 8415	
Address:	12 Boulevard Des Alliés, P.O. Box 817, Calais, 62225, France	
Email:	calais@asalinks.eu	
Website:	www.asalinks.eu	
Contact:	<b>Mr Antoine Ravisse</b>	+33 3 2134 3540
		+33 6 0915 5152 (Mobile)
	<b>Mr JL Foissey</b>	+33 6 7389 6332 (Mobile)
	<b>Ms B Ravisse</b>	+33 3 1234 8679
		+33 6 0989 0588 (Mobile)
	<b>Mr P Dufosse</b>	+33 6 7158 5285 (Mobile)

## Dieppe

Budd Dieppe

Telephone:	+33 2 76 52 2028	
Address:	40 rue des Sablons, Igoville, 27460, France	
Email:	budd.dieppe@budd-pni.com	
Contact:	<b>Ms Faiza Khabouri</b>	+33 6 62 727 189 (Mobile)
		faiza.khabouri@budd-pni.com
	<b>Ms Rhea Li</b>	+33 1 42 56 3612
		+33 6 79 822 539 (Mobile)
		rhea.li@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

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## Donges

Agence Humann & Taconet

Telephone: +33 2 4045 3131  
Facsimile: +33 2 4045 3535  
Address: Rue du Galion, B.P. 49, Donges, 44480, France  
Email: donges@humtac.fr  
Website: www.humann-taconet.fr

Contact:	<b>Mr Philippe Bougro</b>	+33 607 101 481 (Mobile)
	<b>Ms S Bellot</b>	+33 630 339 886 (Mobile)
	<b>Ms Catherine Paulet</b>	+33 645 656 708 (Mobile)
	<b>Mr N Gauthier</b>	+33 684 125 160 (Mobile)

---

## Dunkirk

Normandy P&I Services

Telephone: +33 3 2829 0675  
Facsimile: +33 2 3208 5329  
Address: 105 Avenue des Bains, Dunkerque, 59140, France  
Email: pandi@dkq.normandyclaims.fr

Contact:	<b>Ms Brigitte Laumier</b>	+33 6 0716 5113 (Mobile)
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Office telephone number +33 3 2829 0675 is contactable 24 hours with automatic transfer onto the mobile number of person on duty

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## Fos

McLeans (Fos)

Telephone: +33 4 4205 1070  
Facsimile: +33 4 4205 5239  
Address: Centre les Vallins, Boite A1, Fos-sur-Mer, 13270, France  
Email: info@mcleans.fr

Contact:	<b>Mr Marc Gignoux</b>	+33 6 8668 4527 (Mobile) m.gignoux@mcleans.fr
	<b>Ms Marire Gueit</b>	+33 6 7609 0870 (Mobile) mgueit@mcleans.fr
	<b>Mr Matthieu Leroux</b>	+33 6 7475 9148 (Mobile) mleroux@mcleans.fr

---

## La Rochelle-Pallice

McLeans

Telephone: +33 5 46 42 8537  
Address: 8, rue du Senegal, La Rochelle-Pallice, 17000, France  
Email: larochele@mcleans.fr

Contact:	<b>Ms Virginie Ringeard</b>	+33 6 8000 8744 (Mobile) vringeard@mcleans.fr
	<b>Ms Caroline Marrades</b>	+33 6 7613 3111 (Mobile) cmarrades@mcleans.fr
	<b>Mr Philippe Garo</b>	+33 6 0779 2028 (Mobile) pgaro@mcleans.fr

# France continued

## Le Havre

C. Boutigny & Co.

Telephone: +33 23543 3477  
Facsimile: +33 23521 3303  
Address: 2 Rue Dombasle, Le Havre, 76600, France  
Email: cboutigny@boutigny.fr

Contact:	<b>Mr Christian Boutigny</b>	+33 3520 6501 +33 6 0854 5134 (Mobile)
	<b>Mr Cl Boutigny</b>	+33 6 2387 8130 (Mobile)

Eltvedt & O'Sullivan

Telephone: +33 23524 0968  
Facsimile: +33 23525 2009  
Address: Centre Routier, Route Industrielle, Gonfreville L'Orcher, Le Havre, 76700, France  
Email: mail@eltvedtosullivan.com

Contact:	<b>Mr Bernard Giraud</b>	+33 6 1317 5584 (Mobile)
	<b>Ms S Sonnenberg-Tirand</b>	+33 6 2144 1782 (Mobile) ssonnenberg-tirand @eltvedtosullivan.com

In case of difficulty, contact Eltvedt & O'Sullivan in Marseille, +33 4 9114 0460/24 hours duty officer emergency number: +33 6 2573 0808 or after office hours S Webster: +33 613 621 389 or consult website [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com) for full details of emergency contact numbers

## Marseille

Eltvedt & O'Sullivan

Telephone: +33 4 9114 0460  
Facsimile: +33 4 9156 1281  
Address: 10 Place de la Joliette, "Les Docks" Atrium 10.8, Marseille, Cedex 02, 13002, France  
Email: mail@eltvedtosullivan.com  
Website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com)

Contact:	<b>Mr Dermot O'Sullivan</b>	+33 4 4296 6280 +33 6 0369 0323 (Mobile) dosullivan@eltvedtosullivan.com
	<b>Ms Sabine Lions</b>	+33 6 1540 6848 (Mobile) slions@eltvedtosullivan.com
	<b>Mr Simon Webster</b>	+33 4 9114 0460 +33 6 1362 1389 (Mobile) swebster@eltvedtosullivan.com
	<b>Ms Diane Boularot</b>	+33 4 4272 3843 +33 6 0958 0697 (Mobile) dboularot@eltvedtosullivan.com

In case of difficulty, contact duty officer emergency number: +33 6 2573 0808 available 24/7 or B Giraud +33 613 175 584 or consult website [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com) for full details of emergency contact numbers



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## Marseille

### McLeans Marseille

Telephone: +33 4 9610 2525  
Facsimile: +33 4 9137 2981  
Address: 9 Place Felix Baret, P.O. Box 50319, Marseille, Cedex 20,  
13177, France  
Email: info@mcleans.fr  
Website: www.mcleangroup.fr

Contact:	<b>Mr Philippe Garo</b>	+33 6 0779 2028 (Mobile) pgaro@mcleans.fr
	<b>Mr Marc Gignoux</b>	+33 6 8668 4527 (Mobile) mgignoux@mcleans.fr
	<b>Mr Matthieu Leroux</b>	+33 6 7475 9148 (Mobile) mleroux@mcleans.fr

---

## Paris

### Budd S.A.

Telephone: +33 1 4256 3612  
Address: 35 Avenue des Champs Elysees, Paris, 75008, France  
Email: budd.paris@budd-pni.com  
Website: www.budd-pni.com

Contact:	<b>Mr James Budd</b>	+33 6 0777 4117 (Mobile) james.budd@budd-pni.com
	<b>Mr Philippe Delaporte</b>	+33 6 0795 6026 (Mobile) philippe.delaporte@budd-pni.com
	<b>Ms Rhea Li</b>	+33 6 7982 2539 (Mobile) rhea.li@budd-pni.com

---

In case of emergency or communication difficulties contact the Budd Group emergency number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

---

## Rouen

### Normandy P&I Services

Telephone: +33 2 3208 5320  
Facsimile: +33 2 3208 5329  
Address: 37 rue de la Lombardie, Darnetal, Rouen, 76160, France  
Email: pandi@ro.normandyclaims.fr  
Website: www.mcleangroup.fr

Contact:	<b>Ms Brigitte Laumier</b>	+33 6 0716 5113 (Mobile)
	<b>Ms Elise Duquennoy</b>	+33 6 7945 3874 (Mobile)

---

Office telephone number is contactable 24 hours with automatic transfer onto the mobile number of person on duty

---

## Saint Nazaire

### Brittany P&I Services

Telephone: +33 2 4022 5787  
Facsimile: +33 2 4022 5788  
Address: 5 bis bd. de Verdun, Saint Nazaire, 44600, France  
Email: info@britclaims.fr  
Website: www.mcleangroup.fr

Contact:	<b>Ms Virginie Ringeard</b>	+33 6 8000 8744 (Mobile) vringeard@britclaims.fr
	<b>Ms Caroline Marrades</b>	+33 6 7613 3111 (Mobile) cmarrades@britclaims.fr
	<b>Mr Philippe Garo</b>	+33 6 0779 2028 (Mobile) pgaro@britclaims.fr

---

# France continued

## Sete

McLeans (Sete)

Telephone: +33 4 6774 4343  
Facsimile: +33 4 6780 0730  
Address: 2 Quai D'Orient, Sete, 34200, France  
Email: sete@mcleans.fr  
Website: www.mcleangroup.fr

Contact:	<b>Mr Stephane Gombault</b>	+33 4 6774 1915 (Home) +33 6 7101 6889 (Mobile)
	<b>Mr Marc Gignoux</b>	+33 6 8668 4527 (Mobile) mgignoux@mcleans.fr
	<b>Mr Philippe Garo</b>	+33 6 0779 2028 (Mobile) pgaro@mcleans.fr

## St. Malo

Agence Maritime Roy s.a.r.l.

Telephone: +33 2 9956 0721  
Address: 2 Chaussee des Corsaires, P.B. 179, Saint Malo, 35409, France  
Email: courtmar.roy@wanadoo.fr

Contact:	<b>Mr M Roy</b>	+33 2 9956 9974 (Home) +33 6 8201 2710 (Mobile)
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# Gabon

## Libreville

T.C.I. (Africa)

Telephone: +241 01 70 20 82  
Facsimile: +241 01 70 12 07  
Address: c/o SAGA AFRITRAMP, P.O. Box 72, Libreville, Gabon  
Email: tci-libreville@tci-africa.com  
Website: www.eltvedtosullivan.com

Contact:	<b>Mr Kevin Potier</b>	+241 04 67 44 81 (Mobile) kevin.potier@bollore.com
	<b>Ms Juliette Mensah-Okili</b>	+241 06 23 58 06 (Mobile) juliette.mensah-okili@bollore.com

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

## Port Gentil

T.C.I. (Africa)

Telephone: +241 01 552 190  
Facsimile: +241 01 555 642  
Address: c/o SAGA AFRITRAMP, BP 518, Port Gentil, Gabon

Contact:	<b>Mr Jean-Bernard Baudry</b>	+241 05 574 949 (Mobile) jean-bernard.baudry@bollore.com
	<b>Mr Ravel Mondjo</b>	+241 05 57 43 35 (Mobile) ravel.mondjo@bollore.com

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

# Gambia, The

## Banjul

T.C.I. (Africa)

Telephone: +220 4225 895  
Facsimile: +220 4229 347  
Address: POB 437/1714, 78 Liberation Avenue, 1st Floor,  
Momodou Musa Njie Memorial Building, Banjul, The Gambia  
Email: tci-banjul@tci-africa.com

Contact: **Mr B Sagnia** +220 9961 144 (Mobile)  
+220 7761 144 (Mobile)

In case of difficulty, contact TCI Dakar N.Faye +221 77 332 7215 and copy all emails to tci-dakar@tci-africa.com or contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com and tci-dakar@tci-africa.com

# Georgia

## Batumi

Vitsan Interservices Co., Ltd.

Telephone: +995 422 223 624  
Facsimile: +995 422 223 624  
Address: Gogebashvili Street 32/29, Batumi, 6003, Georgia  
Email: ofis@vitsanbatumi.com

Contact: **Mr Tariel Kirtskhalia** +995 422 270 154  
+995 599 913 667 (Mobile)  
**Mr Selim Bilgisin** +905 322 111 248 (Mobile)  
selim@vitsan.com.tr  
**Mr Nedim Sener** +905 322 960 947 (Mobile)  
nedim@vitsan.com.tr

Alternative email address: vitsan@vitsan.com.tr. Emergency phone number: +905 301 291 212

Kuzey Pandi Correspondents

Telephone: +995 558 072060  
Address: 1 Abuseridze Street, Batumi, Georgia  
Contact: **Mr Roman Kirtskhalia** georgia@kuzeymarineltd.com

Alternative email: claims@kuzeymarineltd.com and sevinc.findik@kuzeymarineltd.com  
Mobile: +905 506 103 1879. Copy all emails to info@kuzeymarineltd.com and sevinc.findik@kuzeymarineltd.com

# Germany

## Bremen

Pandi Services J & K Brons  
GmbH

Telephone: +49 421 308 870  
Facsimile: +49 421 308 8732  
Address: An der Reeperbahn 6, Bremen, 28217, Germany  
Email: corresp@pandi.de

Contact: **Mr Rolf Hermes** +49 421 602 8534 (Home)  
+49 171 885 7940 (Mobile)  
**Ms Christine Meiners** +49 171 885 7942 (Mobile)  
**Mr Piet Kühn** +49 171 885 7944 (Mobile)

# Germany continued

## Bremen

Claas W. Brons  
(GmbH & Co.) KG

Telephone: +49 421 320 875  
Facsimile: +49 421 324 558  
Address: Am Wall 140, Bremen, 28195, Germany  
Email: bremen@cwbrons.de

Contact:	<b>Mr Timo Wispeler</b>	+49 421 320 878 +49 421 5650 2291 (Home) +49 151 4006 7233 (Mobile) timo.wispeler@cwbrons.de
	<b>Mr Jens Diepenbroek</b>	+49 421 320 876 +49 421 376 647 (Mobile) jens.diepenbroek@cwbrons.de

24 hours emergency phone number: +49 151 1042 3038

## Cuxhaven

Claas W. Brons  
(GmbH & Co.) KG

Telephone: +49 4723 505 516  
Facsimile: +49 4723 505 516  
Address: Südlandstraße 6, Cuxhaven, 27478, Germany  
Email: cuxhaven@cwbrons.de

Contact: **Capt Jürgen Feldmann** +49 4723 505 516

For further after office hours contacts please see Claas W. Brons, Hamburg

## Emden

Y. & B. Brons

Telephone: +49 492 120 177  
Facsimile: +49 492 133 107  
Address: Nesserlander Strasse 5, P.O. Box 1229, Emden, 26692, Germany  
Email: yb@brons.de

Contact: **Dr Claas Brons** +49 492 125 920  
+49 170 476 1023 (Mobile)

## Hamburg

Claas W. Brons  
(GmbH & Co.) KG

Telephone: +49 40 3748 860  
Facsimile: +49 40 3748 8643  
Address: Am Inseipark 1, Hamburg, 21109, Germany  
Email: info@cwbrons.de

Contact:	<b>Mr Claas-Henning Brons</b>	+49 40 3748 8618 +49 41 8397 5872 (Home) +49 171 213 1135 (Mobile) chbrons@cwbrons.de
	<b>Mr Matthias Bimschas</b>	+49 40 3748 8614 +49 40 3609 0163 (Home) bimschas@cwbrons.de
	<b>Mr Jan-Wessel Brons</b>	+49 40 3748 8629 +49 160 9442 0292 (Mobile) jwbrons@cwbrons.de
	<b>Mr Gunnar Neubauer</b>	+49 40 3748 8621 +49 40 4118 4502 (Home) neubauer@cwbrons.de

24 hours emergency phone number: +49 172 911 4994

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## Hamburg

Pandi Services J & K Brons  
GmbH

Telephone: +49 40 3698 180  
Facsimile: +49 40 3698 1819  
Address: Grosser Burstah 36-38, Hamburg, 20457, Germany  
Email: corresp@pandi.de

Contact:	<b>Mr Rolf Hermes</b>	+49 421 602 8534 (Home) +49 171 885 7940 (Mobile)
	<b>Mr Florian Block</b>	+49 171 885 7945 (Mobile)

Dohle Havariekontor GmbH & Co  
KG

Telephone: +49 40 3810 8147  
Facsimile: +49 40 3810 8149  
Address: Elbchaussee 370, Hamburg, 22609, Germany  
Email: claims24@doehle.de  
Website: www.doehle.de

Contact:	<b>Mr Tom Sommerwerck</b>	+49 173 609 4829 (Mobile) sommerwerck@doehle.de
	<b>Mr Nils Beltermann</b>	+49 172 407 9233 (Mobile) beltermann@doehle.de

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## Kiel

Sartori & Berger

Telephone: +49 431 9810  
Facsimile: +49 431 96108  
Address: Wall 47/51, P.O. Box 3807, Kiel, 24103, Germany  
Email: mail@sartori-berger.de

Contact:	<b>Mr M Hartmann</b>	+49 431 981 114 +49 171 430 7033 (Mobile) m.hartmann@sartori-berger.de
	<b>Mr J Funck</b>	+49 431 981 105 +49 171 414 6028 (Mobile) j.funck@sartori-berger.de
	<b>Mr Arne Liemann</b>	+49 431 981 116 +49 171 797 0270 (Mobile) a.liemann@sartori-berger.de

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## Rostock

Pandi Services J & K Brons  
GmbH

Telephone: +49 381 6691 7940  
Address: Am Skandinavienkai 15, Rostock, 18147, Germany  
Email: corresp@pandi.de  
Website: www.pandi.de

Contact:	<b>Mr Rolf Hermes</b>	+49 421 602 8534 (Home) +49 171 885 7940 (Mobile)
	<b>Mr Florian Block</b>	+49 403 863 3277 (Home) +49 171 885 7945 (Mobile)

# Ghana

## Takoradi

T.C.I. (Africa)

Address: APS Building, P.O. Box AX67, Takoradi, Ghana

Email: tci-tema@tci-africa.com

Contact: **Mr Samuel Asare** +233 24 371 4038 (Mobile)

In case of difficulty, contact Tema office: Capt. Mukunda mobile +233 24 383 837 860 or managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

Wiltex Ltd.

Telephone: +233 3120 23736

Facsimile: +233 3120 24858

Address: P.O. Box, AX 1936, Axim Road, Western Region, Takoradi, Ghana

Email: wiltextkdi@gmail.com

Website: www.wiltexghana.com

Contact: **Mr George Awotwi** +233 242 923 217

+233 20 208 8459 (Mobile)

**Mr New-Love Aubin** +233 242 926 834

+233 20 208 8499 (Mobile)

**Mr Josiah Fynn** +233 244 789 512

+233 20 208 8503 (Mobile)

## Tema

Wiltex Ltd.

Telephone: +233 303 202 183

Facsimile: +233 303 206 540

Address: 1st Floor, Room 6, Greenwich Tower House,  
UBA Bank Building Harbour Area, Tema, Ghana

Email: tema.wiltex@gmail.com

Website: www.wiltexghana.com

Contact: **Mr Thomas Appiah** +233 208 115 703 (Mobile)

**Mr Anthony Assifuah** +233 208 115 745 (Mobile)

**Mr Charles Asiedu** +233 244 982 466 (Mobile)

T.C.I. Africa

Telephone: +233 303 308 458

Facsimile: +233 303 308 458

Address: 2nd Floor, Arian Tower, Community 7, P.O. Box CS 8653,  
Tema, Ghana

Email: tci-tema@tci-africa.com

Website: www.eltvedtosullivan.com

Contact: **Capt S Mukunda** +233 243 837 860 (Mobile)

**Mr Samuel Sakyi** +233 243 150 823 (Mobile)

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

# Gibraltar

## Gibraltar

Inchcape Shipping Services  
(Gibraltar) Ltd.

Telephone: +350 2007 9294  
Facsimile: +350 2007 5959  
Address: Leon House, 4th Floor, 1 Secretary's Lane, P.O. Box 194,  
Gibraltar, Gibraltar  
Email: iss.gibraltar@iss-shipping.com  
Website: www.iss-shipping.com

Contact: **Mr Chris Linares** +350 2007 2685  
+350 5822 3000 (Mobile)

Shipping clerk on duty mobile phone: +350 5862 6000, alternative phone: +350 2007 2685

Triay & Triay  
(Lawyers)

Telephone: +350 3007 2020  
Facsimile: +350 2007 2270  
Address: P.O. Box 15, 28 Irish Town, Gibraltar, Gibraltar  
Email: info@triay.com

Contact: **Mr Julian Triay** +34 6079 27790 (Mobile)  
julian.triay@triay.com

# Greece

## Piraeus

Charles Taylor & Co. Ltd.

Telephone: +30 210 429 1840  
Facsimile: +30 210 429 0818  
Address: c/o Richards Hogg Lindley (Hellas) Ltd., 85 Akti Miaouli, Piraeus,  
185 38, Greece  
Email: pandi.piraeus@ctplc.com

Contact: **Mr Philip Stephenson** +30 213 024 9976 (Home)  
+30 6947 940 096 (Mobile)  
philip.stephenson@ctplc.com

**Ms Anna Doumeni** +30 6951 006 764 (Mobile)  
anna.doumeni@ctplc.com

**Mr Harris Papaspyropoulos** +30 6977 598 427 (Mobile)  
harris.papaspyropoulos@ctplc.com

**Ms Ruth Dresser** +30 6944 721 422 (Mobile)  
ruth.dresser@ctplc.com

**Mrs Christina Soulaki** +30 6951 974 152 (Mobile)  
christina.soulaki@ctplc.com

**Mrs Eva Kelesidou** +30 6941 583 682 (Mobile)  
eva.kelesidou@ctplc.com

Alternative phone numbers: +30 210 429 1850; +30 210 429 0860.  
Alternative fax number +30 210 429 1236

N. Goyios – A. Nassikas  
(Lawyers)

Telephone: +30 210 429 2904  
Facsimile: +30 210 429 3129  
Address: Livanos Building, 47-49 Akti Miaouli, Piraeus, 185 36, Greece  
Email: goynas@otenet.gr

Contact: **Mr Andreas Nassikas** +30 210 671 6817 (Home)  
+30 6944 283 809 (Mobile)

**Mr A Koutsofios** +30 6972 794 229 (Mobile)

**Mr Constantinos Sotiriadis** +30 6972 770 319 (Mobile)

**Mr Angelos Rontiris** +30 6974 144 222 (Mobile)

# Greece continued

## Thessaloniki

Dr. H. V. Kakamoukas  
& Associates Ltd.

Telephone: +30 2310 543 081  
Facsimile: +30 2310 530 713  
Address: 22 M. Alexandrou, Pylea, Thessaloniki, 555 35, Greece  
Email: thesmo@tee.gr

Contact:	<b>Dr Harry Kakamoukas</b>	+30 6944 275 821 (Mobile)
	<b>Mr Symeon Hadjistavrou</b>	+30 6937 131 045 (Mobile)
	<b>Ms Jeanie Day</b>	+30 6947 509 279 (Mobile)
	<b>Jack-Kakamoukas</b>	
	<b>Mr V Kakamoukas</b>	+30 6980 263 213 (Mobile)

## Guadeloupe

### Pointe à Pitre

McLeans FWI

Telephone: +33 6 9035 7023  
Address: Maison Petrel, Dorville, Baie Mahault, 97122, Guadeloupe  
Email: mcleansfwi@mcleans.fr  
Website: www.mcleangroup.fr

Contact:	<b>Mr Luc Petrelluzzi</b>	+33 6 9035 7023 (Mobile)
	<b>Mr Philippe Garo</b>	+33 4 9610 2525
		+33 6 0779 2028 (Mobile)
		pgaro@mcleans.fr

## Guam

### Guam

Blair Sterling Johnson  
& Martinez, P.C.  
(Lawyers)

Telephone: +1 671 477 7857  
Facsimile: +1 671 472 4290  
Address: Suite 1008, DNA Building, 238 Archbishop F.C. Flores Street, Agana, 96910-5205, Guam

Contact:	<b>Mr Jehan Martinez</b>	+1 671 687 4868 (Mobile)
		jgmartinez@bsjmlaw.com
	<b>Mr Richard Johnson</b>	+1 671 688 7813 (Mobile)
		rjohnson@bsjmlaw.com

## Guatemala

### Guatemala City

Lord S.A.

Telephone: +502 2363 2600  
Facsimile: +502 2367 3579  
Address: 14 Avenida 6-22, Zona 14, Guatemala City, Guatemala  
Email: lordclaims@coinver.net

Contact:	<b>Mr Fernando Lorenzana</b>	+502 5202 1267 (Mobile)
	<b>Ms S Lorenzana</b>	+502 5309 3303 (Mobile)
	<b>Ms Fabiola Monzon</b>	+502 4013 8657 (Mobile)



# Guinea

## Conakry

T.C.I. Conakry  
c/o Captain Diallo

Telephone: +224 664 323 702  
Address: P.O. Box 5106, Conakry, Guinea  
Email: tci-conakry@tci-africa.com  
Website: www.eltvedtosullivan.com

Contact: **Capt Diallo Alpha** +224 655 323 702 (Mobile)

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

Budd S.A.

Telephone: +224 664 209 311  
Address: Budd Guinea, P.O. Box 4259, Conakry, Guinea  
Email: budd.guinee-conakry@budd-pni.com  
Website: www.budd-pni.com

Contact: **Mr Fode Mario (FM)** +224 628 255 834 (Mobile)  
**Camara** fode-mario.camara@budd-pni.com  
**Mr Aboubacar Mansare** +224 669 020 644  
+224 622 435 672 (Mobile)  
aboubacar.mansare@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

# Guinea Bissau

## Bissau

T.C.I. (Africa)

Telephone: +245 966 730 794  
Facsimile: +245 3 205 897  
Address: Rua 4 – Porta 5 Bissau Velho, CP 401 Bissau Codex,  
Bissau, Guinea Bissau  
Email: tci-bissau@tci-africa.com

Contact: **Mr Fernando Tavares** +245 955 171 981 (Mobile)  
mail@eltvedtosullivan.com

In case of difficulty, contact TCI Dakar N.Faye +221 77 332 7215 and copy all emails to tci-dakar@tci-africa.com or contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

# Guyana

## Georgetown

De Caires Fitzpatrick & Karran  
(Lawyers)

Telephone: +592 2 261 126  
Facsimile: +592 2 262 522  
Address: 79B Cowan Street, Kingston, Georgetown, Guyana  
Email: dfklaw2@gmail.com

Contact: **Mr Timothy Jonas** +592 600 3967 (Mobile)  
timothyjonas@yahoo.com

Alternative phone number: +592 2 260 250

# Haiti

## Port au Prince

Antoine Hogarth S.A.

Telephone:	+509 2813 1965	
Address:	1 Rue Assad Turgeau, P.O. Box 1255, Port au Prince, Haiti	
Email:	ahogarths@aol.com	
Contact:	<b>Mr Maurice Hogarth</b>	+509 3701 5414 (Mobile) maurice@hogarths.com
	<b>Mrs Marielyn Hogarth</b>	+509 3701 6668 (Mobile) marielyn@hogarths.com
	<b>Mr Jean Hogarth</b>	+509 3881 8181 (Mobile) jean@hogarths.com

# Honduras

## Puerto Cortes

MCA – Honduras

Telephone:	+504 2665 0129	
Facsimile:	+504 2665 0753	
Address:	2a Avenida Este, 6/7 Calles Bo, El Centro, P.O. Box 13, Puerto Cortes, Honduras	
Email:	mcahonduras@yahoo.com	
Contact:	<b>Ms Eva Guzman</b>	+504 9990 4540 (Mobile) evagwork@gmail.com

In case of difficulty contact New Orleans office: +1 504 390 1515, email: cayestas@maritime-claims.com

## San Pedro Sula

Agencia Mivigar S.A. de C.V.

Telephone:	+504 2 556 8446	
Facsimile:	+504 2 516 0445	
Address:	21 Calle "A", 17 Avenida S.O. #1717, Colonia Lomas de Altamira, San Pedro Sula, Honduras	
Email:	mivigar@mivigar.com	
Contact:	<b>Ms Maria de Rodriguez</b>	+504 9992 9968 (Mobile) mider@mivigar.com
	<b>Mr Victor Rodriguez</b>	+504 9831 5668 (Mobile) varodriguez@mivigar.com
	<b>Ms Gabriela de Reyes</b>	+504 9992 9969 (Mobile) gaby.rreyes@mivigar.com

# Hong Kong

## Hong Kong

Charles Taylor Mutual  
Management (Asia) Pte. Limited  
(Hong Kong Branch)

Telephone: +852 2399 6120  
Facsimile: +852 2399 6180  
Address: Room 710, 7/F., CC Wu Building, 302-308 Hennessy Road,  
Wanchai, Hong Kong, Hong Kong

Contact:	<b>Ms Lucinda Liu</b>	+852 6074 7903 (Mobile) lucinda.liu@ctplc.com
	<b>Ms Marija Pospisil</b>	+852 6396 5251 (Mobile) marija.pospisil@ctplc.com
	<b>Ms Dan Song</b>	+852 5321 1700 (Mobile) dan.song@ctplc.com

# Iceland

## Reykjavik

Gardar Briem

Telephone: +354 517 3200  
Facsimile: +354 517 3201  
Address: Soleyjargata 17, Reykjavik, 101, Iceland

Contact:	<b>Mr Gardar Briem</b>	+354 561 1448 +354 893 0785 (Mobile) gardarbriem@logsol.is
	<b>Mr Olafur Jon Briem</b>	+354 480 6000 +354 660 0525 (Mobile) olafurjb@samgongustofa.is

# India

## Chennai

James Mackintosh & Co.  
Pvt. Ltd.

Telephone: +91 44 2847 3591  
Facsimile: +91 44 2847 3590  
Address: TCR Regency Building, Flat A, Ground Floor,  
10 Judge Jumbulingham Road, Mylapore, Chennai,  
600 004, India

Email: claims.chen@jamesmackintosh.com  
Website: www.jamesmackintosh.com

Contact:	<b>Mr Murali Rao</b>	+91 44 2229 0558 +91 44 2229 3838 (Home) +91 98 4007 5293 (Mobile) muralirao@jamesmackintosh.com
	<b>Mr P Menon</b>	+91 44 2442 2633 (Home) +91 97 8992 2038 (Mobile) pkmenon@jamesmackintosh.com

## Cochin

James Mackintosh & Co.  
Pvt. Ltd.

Telephone: +91 484 2667 813  
Facsimile: +91 484 2667 814  
Address: Darragh Smail Centre, 2nd Floor, 5th Cross Road, Cochin,  
Willingdon Island, 682 003, India  
Email: cochin@jamesmackintosh.com  
Website: www.jamesmackintosh.com  
Contact: **Mr Johanan Sudhir** +91 95 6776 1009 (Mobile)  
jsudhir@jamesmackintosh.com

## Kolkata (Calcutta)

James Mackintosh & Co.  
Pvt. Ltd.

Telephone: +91 33 2217 1686  
Facsimile: +91 33 2217 0116  
Address: Om Tower, Suite 508, 5th Floor, 32, Chowringhee Road, Kolkata,  
700 071, India  
Email: claims.cal@jamesmackintosh.com  
Website: www.jamesmackintosh.com  
Contact: **Mr A Karthitkeyan** +91 98 3002 0527 (Mobile)  
akarthikeyan.cal  
@jamesmackintosh.com  
**Mr Indranil Datta** +91 97 3254 0267 (Mobile)  
indranil@jamesmackintosh.com

## Mangalore

James Mackintosh & Co.  
Pvt. Ltd.

Telephone: +91 824 245 1312  
Facsimile: +91 824 245 1311  
Address: S9, Pam Arcade, Kottara, Ashoknagar, Mangalore,  
Karnataka State, 575 006, India  
Email: mgl@jamesmackintosh.com  
Website: www.jamesmackintosh.com  
Contact: **Mr Nithyanand Pai** +91 974 170 1425 (Mobile)  
npai@jamesmackintosh.com

## Mormugao

Chowgule Brothers Pvt. Ltd.

Telephone: +91 832 252 5110  
Facsimile: +91 832 252 1011  
Address: Chowgule House, Mormugao Harbour, Goa, 403 803, India  
Email: pni.cb@chowgule.co.in  
Website: www.chowgulebrothers.com  
Contact: **Mr Aditya Chowgule** +91 985 057 1280 (Mobile)  
aditya@chowgule.co.in  
**Mr Sandip Shetye** +91 942 244 5801 (Mobile)  
sshetye.cb@chowgule.co.in  
**Mr Ryan Colaco** +91 989 069 9436 (Mobile)

---

## Mumbai

James MacKintosh & Co.  
Pvt. Ltd.

Telephone: +91 22 6638 3535  
Facsimile: +91 22 6638 3402  
Address: 15A, Lotus Corporate Park, Western Express Highway,  
Goregaon (E), Mumbai, 400 063, India  
Email: claims@jamesmackintosh.com  
Website: www.jamesmackintosh.com

Contact: **Mr Farokh Commissariat** +91 22 6638 3413  
+91 22 2352 4883 (Home)  
+91 98 200 44781 (Mobile)  
fcommissariat  
@jamesmackintosh.com

**Mr George Jacob** +91 22 6638 3414  
+91 25 0238 1382 (Home)  
+91 98 200 76119 (Mobile)  
gjacob@jamesmackintosh.com

**Mr Sunil D'Souza** +91 22 6638 3421  
+91 25 0238 2941 (Home)  
+91 98 204 51713 (Mobile)  
sdsouza@jamesmackintosh.com

**Mr Tinish Titus** +91 22 6638 3456  
+91 91 677 41042 (Mobile)  
ttitus@jamesmackintosh.com

After hours emergency mobile: +91 98 206 04040

Gulf Agency Company Shipping  
(India) Pvt. Ltd

Telephone: +91 22 40307800/95  
Address: Badheka Chambers, 31 Manohardas Street, Fort, Mumbai 400 001  
Email: claims.mumbai@gac.com  
claims.india@gac.com  
Website: www.gac.com

Contact: **Reena Dsouza** +91 98 207 77314 (Mobile)  
reena.dsouza@gac.com

24 hours emergency mobile: +39 339 808 9130

---

## Indonesia

### Jakarta

Charles Taylor P&I Management  
(Indonesia)

Telephone: +62 21 515 2084  
Facsimile: +62 21 515 2085  
Address: Gedung Artha Graha, Lantai 16, Jl Jend. Sudirman Kav 52-53,  
Jakarta, 12190, Indonesia  
Email: pandi.jakarta@ctplc.com

Contact: **Mr Guntur Tampubolon** +62 816 807 679 (Mobile)  
guntur.tampubolon@ctplc.com

**Mr Frans Yudie** +62 811 104 4970 (Mobile)  
frans.yudie@ctplc.com

**Capt Alam Darma** +62 816 810 185 (Mobile)  
alam.darma@ctplc.com

**Mr Bobby Juniarto** +62 811 104 4973 (Mobile)  
bobby.juniarto@ctplc.com

Please include pandi.jakarta@ctplc.com in all new email instructions or notifications

# Indonesia continued

## Jakarta

### SPICA Services (Indonesia)

Telephone: +62 21 2751 3535  
Facsimile: +62 21 2751 5873  
Address: No. 63, JL Wijaya 1, Kebayoran Baru, Wisma PMI 6th Floor,  
Jakarta Selatan, 12170, Indonesia  
Email: indonesia@spicaina.co.id

Contact:	<b>Capt Mohammed Abdullah</b>	+62 815 8640 8640 (Mobile) mohd.abdullah@spicaina.co.id
	<b>Mr Dony Umbara</b>	+62 819 892 028 (Home) +62 812 6315 621 (Mobile) dony.umbara@spicaina.co.id
	<b>Mr Bagus Parmanto</b>	+62 821 1370 3706 (Mobile) bagus.parmanto@spicaina.co.id
	<b>Ms Leonora Febriany</b>	+62 813 8046 0355 (Mobile) leonora.febriany@spicaina.co.id

In case of communication difficulty contact Mr Dughall Aitken at the Singapore office: +65 9625 8986 – dughall@spica.com.sg or Mr Thomas Larsen: +65 9155 7719 – thomaslarsen@spica.com.sg

## Surabaya

### Charles Taylor P&I Management (Indonesia)

Telephone: +62 31 827 0963  
Facsimile: +62 31 827 0154  
Address: Gedung Graha Pena, Lantai 9 Ruang 909, Jl. A. Yani 88,  
Surabaya, 60234, Indonesia  
Email: pandi.jakarta@ctplc.com  
Website: www.ctplc.com

Contact:	<b>Mr Alam Darma</b>	+62 31 548 0071 +62 811 316 305 (Home) +62 816 810 185 (Mobile) alam.darma@ctplc.com
	<b>Mr Frans Yudie</b>	+62 21 515 2084 +62 811 104 4970 (Mobile) frans.yudie@ctplc.com
	<b>Mr Frenniko Bestari</b>	+62 815 910 5333 (Mobile) frenniko.bestari@ctplc.com
	<b>Mr Dedik Iprama ST</b>	+62 815 910 5333 (Mobile) dedik.agil@ctplc.com

Please include pandi.jakarta@ctplc.com in all new email instructions or notifications

## Iran

### Bandar-e Abbas

### Iran Group of Surveyors

Telephone: +98 763 223 4290  
Address: 18th Km Shahid Rajaei Quay, Bandar Abbas, 79149, Iran  
Contact: **Mr Pourya Pourhassan** +98 916 151 5665 (Mobile)  
pourya.pourhassan@igs-iran.com  
**Mr H Moezzinia** +98 911 392 1076 (Mobile)  
hamid.moezzinia@igs-iran.com

Copy all emails to ahoow.bowker@experts-group.com. In case of difficulty call +44 7521 040426. Contact via Tehran is preferable. Mobile number: +98 912 388 6201. Email address: serveh.golavar@igs-iran.com and serveh.golavar@gmail.com

---

## Bandar-e Emam Khomeyni

Iran Group of Surveyors

Telephone: +98 615 228 2934  
Address: No. 3, Kourosh Building, Shahid Beheshti St. (250 Dastgah), Sarbandar, Bandar Emam, Iran

Contact:	<b>Mr Pourya Pourhassan</b>	+98 916 151 5665 (Mobile) pourya.pourhassan@igs-iran.com
	<b>Mr M Nezarat</b>	+98 916 151 5328 (Mobile) mehdi.nezarat@gmail.com

Copy all emails to aahoo.bowker@experts-group.com. In case of difficulty call +44 7521 040426.  
Contact via Tehran is preferable. Mobile number: +98 912 388 6201.  
Email address: serveh.golavar@igs-iran.com and serveh.golavar@gmail.com

---

## Tehran

Iran Group of Surveyors

Telephone: +98 21 8819 8126  
Facsimile: +98 21 8819 8128  
Address: 2nd Floor, No. 4/2, Next to Narenj Alley, East Brazil St., Tehran, 1435763433, Iran  
Email: info@igs-iran.com

Contact:	<b>Mr Pourya Pourhassan</b>	+98 916 151 5665 (Mobile) pourya.pourhassan@igs-iran.com
	<b>Ms Serveh Golavar</b>	+98 912 388 6201 (Mobile) serveh.golavar@igs-iran.com

Copy all emails to aahoo.bowker@experts-group.com. In case of difficulty call +44 7521 040426

---

## Iraq

### Baghdad

Sadiq Jaafar & Associates

Telephone: +964 1 541 3828  
Facsimile: +964 1 541 3101  
Address: Al-Mansour, Amirat Street, Dist. 601 Road. 12 Bldg 57, Baghdad, Iraq  
Email: sadiqaljashamy@yahoo.com

Contact:	<b>Mr Balsam Al Jashamy</b>	+964 1 542 1863 +964 1 790 319 5278 (Mobile) sadiqaljashami@yahoo.com
----------	-----------------------------	---

Alternative mobile: +962 796 655 175

---

### Basrah

Sadiq Jaafar & Associates

Telephone: +964 4061 7618  
Facsimile: +964 4061 4932  
Address: Twiessa Dist., 110 St. 47 H 8, Basrah, Iraq  
Contact: **Mr Balsam Al Jashamy** +964 1 790 319 5278 (Mobile)  
sadiqaljashamy@yahoo.com

	<b>Capt Fadhil Jabir</b>	+964 4062 3639 (Home) +964 780 101 2912 (Mobile)
--	--------------------------	---

Alternative mobile: +962 796 655 175

---

# Iraq continued

## Umm Qasr

Inchcape Shipping Services

Telephone: +965 2241 9126  
Facsimile: +965 2247 3899  
Address: Building #7 F 4/10 Street, Al Jazar – Amman District,  
Near Al Wufood Street, Basrah, Iraq  
Email: pandiummqasr@iss-shipping.com

Contact: **Mr Binod Kumar** +965 990 69319 (Mobile)  
binod.kumar@iss-shipping.com  
**Mr George Kurian** +965 668 79842 (Mobile)  
george.kurian@iss-shipping.com

All mail to: Inchcape Shipping Services, P.O. Box 78, Safat, 13001 Kuwait

# Ireland

## Cork

O'Connor Murphy Clune  
(Lawyers)

Telephone: +353 21 427 8380  
Facsimile: +353 21 427 8586  
Address: 26 South Mall, Cork, Ireland  
Email: info@ocmcsolr.ie

Contact: **Mr Jeremy O'Connor** +353 21 484 1696  
+353 87 253 4297 (Mobile)  
jboconnor@ocmcsolr.ie

## Dublin

P&I Shipping Services Ltd.

Telephone: +353 45 433 750  
Facsimile: +353 18 132 607  
Address: P.O. Box 27, Chill Dara Industrial Estate, Newbridge,  
Co. Kildare, Ireland  
Email: pandi@sealaw.ie  
Website: www.sealaw.ie

Contact: **Ms Mary O'Reilly** +353 86 176 3281 (Mobile)  
**Mr Sean O'Reilly** +353 18 402 828  
+353 87 204 3411 (Mobile)  
sor@sealaw.ie

# Israel

## Ashdod

M. Dizengoff & P&I  
Representatives Ltd.

Telephone: +972 8 856 5779  
Facsimile: +972 8 856 4931  
Address: P.O. Box 4092, Port Area, Ashdod, 77190, Israel  
Email: ash@dizrep.co.il  
Website: www.dizrep.co.il

Contact: **Mr Ronen Benjamin** +972 8 853 0734  
+972 527 283 848 (Mobile)  
ronen@dizrep.co.il



---

## Haifa

M. Dizengoff & P&I  
Representatives Ltd.

Telephone: +972 4 867 3715  
Facsimile: +972 4 867 8796  
Address: City Windows, Oren Bld., 2 Palyam St., Haifa, 33095, Israel  
Email: mail@dizrep.co.il  
Website: www.dizrep.co.il

Contact:	<b>Mr Shimon Ziv</b>	+972 4 822 9557 (Home) +972 505 231 815 (Mobile) shimon@dizrep.co.il
	<b>Avv Eenbar Bluestein</b>	+972 526 734 662 (Mobile) eenbarb@dizrep.co.il
	<b>Avv Nir Nissenzvieg</b>	+972 77 5499 249 (Home) +972 544 765 398 (Mobile) nir@dizrep.co.il
	<b>Mr Itai Ziv</b>	+972 524 887 881 (Mobile) itai@dizrep.co.il

---

## Italy

### Augusta

S.W. Garbutt & Son

Telephone: +39 090 46977  
Facsimile: +39 090 51012  
Address: c/o Cardile Bros., Via E. Millo 1, Augusta, Sicily, 96011, Italy  
Email: garbutt@carbonymessina.com

Contact:	<b>Mr Stephen Garbutt</b>	+39 090 393 034 (Home) +39 347 330 4042 (Mobile)
----------	---------------------------	---

Tagliavia & Co. S.r.l.

Telephone: +39 091 587 377  
Facsimile: +39 091 322 435  
Address: Via Principe Umberto 104, Augusta, Sicily, 96011, Italy  
Email: info@tagliaviapandi.it  
Website: www.tagliaviapandi.it

Contact:	<b>Mr Antonio Sorrentino</b>	+39 348 601 7627 (Mobile) technical@tagliaviapandi.it
	<b>Mr Gaetano Tagliavia</b>	+39 348 601 7625 (Mobile) gaetano.tagliavia@tagliaviapandi.it

24 hours emergency mobile: +39 339 808 9130

---

### Bari

Nicola Girone Srl

Telephone: +39 080 534 1736  
Facsimile: +39 080 534 1786  
Address: Via Massaua 1/E, Bari, 70132, Italy  
Email: gironeba@tin.it  
Website: www.nicolagirone.com

Contact:	<b>Capt Francesco Bavaro</b>	+39 333 255 9509 (Mobile)
	<b>Mr Mimmo Masella</b>	+39 335 532 4141 (Mobile)

## Brindisi

Il Capitano Cargo Control S.R.L.

Telephone: +39 0831 529 612  
Facsimile: +39 0831 529 612  
Address: Via Giordano Bruno, 31, Brindisi, 72100, Italy  
Email: info@ilcapitanocc.it

Contact:	<b>Capt Francesco Scagliarini</b>	+39 336 825 000 (Mobile)
	<b>Dr Luca Scagliarini</b>	+39 334 741 8117 (Mobile) luca.scagliarini@ilcapitanocc.it
	<b>Mrs Caterina Casoar</b>	+39 338 740 0050 (Mobile) caterina.casoar@ilcapitanocc.it
	<b>Mr Stefano Casoar</b>	+39 328 970 3831 (Mobile) s.casoar@libero.it
	<b>Mr Francesco Casoar</b>	+39 388 256 1469 (Mobile)

Studio Mordiglia-Lonoce  
(Lawyers)

Telephone: +39 0832 394 570  
Facsimile: +39 0832 394 571  
Address: Via Gallipoli 7, Brindisi, 72100, Italy  
Email: mail@mordiglia.it

Contact:	<b>Mr Alfredo Lonoce</b>	+39 335 528 1586 (Mobile) alfredolonoce@studiolonoce.it
	<b>Avv Pietro Palandri</b>	+39 010 586 841 +39 348 330 0827 (Mobile) pietro.palandri@mordiglia.it
	<b>Avv Aldo Mordiglia</b>	+39 335 704 2104 (Mobile) aldo.mordiglia@mordiglia.it
	<b>Avv Enrico Salvatico</b>	+39 010 586 841 +39 335 677 7273 (Mobile) enrico.salvatico@mordiglia.it

## Cagliari

Ferpandi S.r.l.

Telephone: +39 070 667 620  
Facsimile: +39 070 664 008  
Address: Via Canelles, 30, Cagliari, 09124, Italy  
Email: cagliari@ferpandi.com

Contact: **Mrs Maria Scotti** +39 337 604 434 (Mobile)

24 hours emergency phone number: +39 335 794 2297

Dott. Ing. Mario Canepa

Telephone: +39 070 830 026  
Facsimile: +39 070 830 090  
Address: Via L da Vinci 65, Quartu SE, Cagliari, Sardinia, 09045, Italy  
Email: canepamar@libero.it

Contact: **Dott Ing M Canepa** +39 337 812 793 (Mobile)

---

## Catania

S.W. Garbutt & Son

Telephone: +39 090 46977  
Facsimile: +39 090 51012  
Address: Zona Industriale, 8A Strada 20/24, Catania, Sicily, 95030, Italy  
Email: garbutt@carboymessina.com

Contact:	<b>Mr Stephen Garbutt</b>	+39 090 393 034 +39 347 685 4837 (Mobile)
	<b>Capt F Luca</b>	+39 090 222 407 (Home) +39 348 476 8551 (Mobile)

Tagliavia & Co. S.r.l.

Telephone: +39 091 587 377  
Facsimile: +39 091 322 435  
Address: Via Cali 39, Catania, Sicily, 95131, Italy  
Email: info@tagliaviapandi.it  
Website: www.tagliaviapandi.it

Contact:	<b>Mr Antonio Sorrentino</b>	+39 348 601 7627 (Mobile) technical@tagliaviapandi.it
	<b>Mr Gaetano Tagliavia</b>	+39 348 601 7625 (Mobile) gaetano.tagliavia@tagliaviapandi.it

24 hours emergency mobile: +39 339 808 9130

---

## Crotone

Tagliavia & Co. S.r.l.

Telephone: +39 091 587 377  
Facsimile: +39 091 322 435  
Address: Via Marinella 12, Crotone, 88900, Italy  
Email: info@tagliaviapandi.it  
Website: www.tagliaviapandi.it

Contact:	<b>Mr Antonio Sorrentino</b>	+39 348 601 7627 (Mobile) technical@tagliaviapandi.it
	<b>Mr Gaetano Tagliavia</b>	+39 348 601 7625 (Mobile) gaetano.tagliavia@tagliaviapandi.it

24 hours emergency mobile: +39 339 808 9130

---

## Genoa

Ferpandi S.r.l.

Telephone: +39 010 833 3301  
Facsimile: +39 010 831 7006  
Address: Via S. Bartolomeo Degli Armeni 5, Genova, 16122, Italy  
Email: ferpandi@ferpandi.com  
Website: www.ferpandi.com

Contact:	<b>Mr Stefano Galleano</b>	+39 335 640 9444 (Mobile) galleano@ferpandi.com
	<b>Mr Antonio Talarico</b>	+39 335 640 9443 (Mobile) talarico@ferpandi.com
	<b>Mr Fabrizio Pescaglia</b>	+39 335 125 8507 (Mobile) pescaglia@ferpandi.com
	<b>Mr Massimiliano Bet</b>	+39 331 686 2152 (Mobile) bet@ferpandi.com
	<b>Mr Massimiliano Villa</b>	+39 347 349 7211 (Mobile) villa@ferpandi.com

24 hours emergency phone number: +39 335 794 2297

---

## Genoa

Studio Legale Garbarino Vergani  
(Lawyers)

Telephone: +39 010 576 1161  
Facsimile: +39 010 595 8708  
Address: Salita Santa Caterina 4/11, Genoa, 16123, Italy  
Email: garbamar@garbamar.it

Contact:	<b>Avv Enrico Vergani</b>	+39 335 520 7433 (Mobile) enricovergani@garbamar.it
	<b>Ms Simona Coppola</b>	+39 331 178 2917 (Mobile) simonacoppola@garbamar.it
	<b>Avv Claudio Bicchierai</b>	+39 337 494 430 (Mobile) claudiobicchierai@garbamar.it

Studio Legale Mordiglia  
(Lawyers)

Telephone: +39 010 586 841  
Facsimile: +39 010 532 729  
Address: Via XX Settembre 14/17, Genoa, 16121, Italy  
Email: mail@mordiglia.it  
Website: www.mordiglia.it

Contact:	<b>Avv Pietro Palandri</b>	+39 010 314 745 (Home) +39 348 330 0827 (Mobile) pietro.palandri@mordiglia.it
	<b>Avv Aldo Mordiglia</b>	+39 335 704 2104 (Mobile) aldo.mordiglia@mordiglia.it
	<b>Avv Enrico Salvatico</b>	+39 335 677 7273 (Mobile) enrico.salvatico@mordiglia.it
	<b>Avv Enrico Mordiglia</b>	+39 339 772 1735 (Mobile) enrico.mordiglia@mordiglia.it

Alternative fax number: +39 010 562 998

## La Spezia

Ferpani S.r.l.  
c/o Mr Enrico Marzaroli

Telephone: +39 018 728 0311  
Facsimile: +39 018 756 9095  
Address: Centro Direzionale Portuale, Viale San Bartolomeo 20, La Spezia, 19126, Italy  
Email: laspezia@ferpani.com

Contact: **Mr Enrico Marzaroli** +39 335 690 4860 (Mobile)

24 hours emergency phone number: +39 335 794 2297

## Livorno

Ferpani S.r.l.

Telephone: +39 0586 972 822  
Facsimile: +39 0586 972 808  
Address: c/o Cosimo Fortuna-Ferrarese, Via del Marmigliaio, 1, Leghorn, 57014, Italy  
Email: livorno@ferpani.com

Contact: **Mr Cosimo Fortuna-Ferrarese** +39 335 349 270 (Mobile)

24 hours emergency phone number: +39 335 794 2297

---

## Messina

S.W. Garbutt & Son S.A.S.

Telephone: +39 0904 6977  
Facsimile: +39 0905 1012  
Address: Corso Garibaldi 267/A, Messina, Sicily, 98122, Italy  
Email: garbutt@carboymessina.com

Contact:	<b>Capt D Blandina</b>	+39 348 650 0891 (Mobile)
	<b>Mr Stephen Garbutt</b>	+39 090 393 034
		+39 347 685 4837 (Mobile)

---

## Naples

Ferpandi S.r.l.

Telephone: +39 081 551 4853  
Facsimile: +39 081 551 1617  
Address: Piazza Municipio 84, Naples, 80133, Italy  
Email: napoli@ferpandi.com

Contact:	<b>Mr Enrico Iacono</b>	+39 335 876 3399 (Mobile)
	<b>Mr Mariano Maresca</b>	+39 331 640 8497 (Mobile)

Emergency phone number: +39 335 794 2297. For additional contacts see Genoa

Studio Legale Castaldo,  
Magliulo & Associati  
(Lawyers)

Telephone: +39 081 552 3200  
Facsimile: +39 081 551 0776  
Address: Via A. Depretis 51, Naples, 80133, Italy  
Email: studio@castaldomagliuloassociati.it

Contact:	<b>Avv Gennaro Borriello</b>	+39 331 416 6141 (Mobile) g.borriello@studiocastaldo.net
	<b>Mr Victor Sotunde</b>	+39 348 590 0937 (Mobile) v.sotunde @castaldomagliuloassociati.it
	<b>Avv Stefano Castaldo</b>	+39 334 687 1532 (Mobile) s.castaldo @castaldomagliuloassociati.it

Studi Legali Consociati  
(Lawyers)

Telephone: +39 081 428 8242  
Facsimile: +39 081 551 8341  
Address: Via Raffaele De Cesare, 31, Naples, 80132, Italy

Contact:	<b>Avv Vittorio Porzio</b>	+39 081 526 6433 +39 335 753 5856 (Mobile) vittorio.porzio@slconsociati.com
	<b>Mr Alberto Serino</b>	+39 081 428 8197 +39 335 753 5855 (Mobile) alberto.serino@slconsociati.com
	<b>Avv Giancarlo Porzio</b>	+39 081 526 5722 +39 335 753 5851 (Mobile) giancarlo.porzio@slconsociati.com

## Palermo

Tagliavia & Co. S.r.l.

Telephone: +39 091 587 377  
Facsimile: +39 091 322 435  
Address: Via Emerico Amari 8, Palermo, 90139, Italy  
Email: info@tagliaviapandi.it  
Website: www.tagliaviapandi.it

Contact:	<b>Mr Antonio Sorrentino</b>	+39 348 601 7627 (Mobile) technical@tagliaviapandi.it
	<b>Mr Gaetano Tagliavia</b>	+39 348 601 7625 (Mobile) gaetano.tagliavia@tagliaviapandi.it

## Ravenna

Ferpandi S.r.l.

Telephone: +39 0532 206 715  
Facsimile: +39 0532 248 656  
Address: Via Boccaleone, 28/2, Ferrara, 44121, Italy  
Email: ferrara@ferpandi.com

Contact:	<b>Mr Guido di Chiara</b>	+39 331 647 0093 (Mobile)
----------	---------------------------	---------------------------

24 hours emergency phone number: +39 335 794 2297

## Rome

Studio Legale Nobiloni  
& Paratore  
(Lawyers)

Telephone: +39 06 321 7708  
Facsimile: +39 06 322 3335  
Address: Via Giovanni Nicotera 29, Rome, 00195, Italy  
Email: mail@noblex.it

Contact:	<b>Mr A Nobiloni</b>	+39 06 475 45 9117 +39 06 320 4807 (Home) +39 335 822 7775 (Mobile) a.nobiloni@noblex.it
	<b>Mr F Paratore</b>	+39 06 830 1099 (Home) +39 348 783 8749 (Mobile)
	<b>Mr R Nobiloni</b>	+39 335 133 7040 (Mobile)

## Taranto

Ferpandi S.r.l.

Telephone: +39 099 476 4203  
Facsimile: +39 099 460 0105  
Address: Piazza Fontana 46, Taranto, 74100, Italy  
Email: taranto@ferpandi.com

Contact:	<b>Mr Tony Cardoso</b>	+39 347 859 2766 (Mobile)
----------	------------------------	---------------------------

24 hours emergency phone number: +39 335 794 2297

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## Trieste

Samer & Co. Shipping S.p.A.

Telephone: +39 040 6702 7230  
Facsimile: +39 040 6702 7300  
Address: Piazza dell'Unita d'Italia 7, P.O. Box 1380, Trieste, 34121, Italy

Contact:	<b>Ms Daiana Gozzi</b>	+39 335 243 341 (Mobile) daiana.gozzi@samer.com
	<b>Ms Lilli Samer</b>	+39 335 716 2490 (Mobile) lilli.samer@samer.com
	<b>Ms Laura de Cristini</b>	+39 366 674 0532 (Mobile) laura.decrisini@samer.com

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## Ivory Coast

### Abidjan

T.C.I. Africa C.I.

Telephone: +225 21 242 964  
Facsimile: +225 21 242 963  
Address: 18 B.P. 1373, Abidjan, 18, Ivory Coast  
Email: tci-abidjan@tci-africa.com  
Website: www.eltvedtosullivan.com

Contact:	<b>Mr Robert Kohou-Bi</b>	+225 07 075 603 (Mobile)
	<b>Mr Lacine Bamba</b>	+225 07 051 527 (Mobile) +225 07 810 557 (Mobile) +225 01 424 356 (Mobile)
	<b>Mr Oumar Kone</b>	+225 07 449 201 (Mobile) +225 05 668 913 (Mobile)

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

### Budd Cote d'Ivoire (Abidjan)

Telephone: +225 21 243 460  
Facsimile: +225 21 240 371  
Address: 01 B.P. 4553, Abidjan, 01, Ivory Coast  
Email: budd.cote-ivoire@budd-pni.com

Contact:	<b>Mr Michel Bebga</b>	+225 21 358 460 +225 07 620 988 (Mobile) michel.bebga@budd-pni.com
	<b>Mr Kouame N'da N'guessan</b>	+225 04 706 310 (Mobile) kouame.nda@budd-pni.com
	<b>Mr Andre Kouadio</b>	+225 05 065 787 (Mobile) kouadio.andre@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

# Ivory Coast continued

## San Pedro

Budd Cote d'Ivoire (San Pedro)

Telephone: +225 34 716 666  
Facsimile: +225 34 710 831  
Address: Immeuble M'Bouke, Face Cathédrale, 01 BP 285,  
San Pedro, Ivory Coast  
Email: budd.cote-ivoire@budd-pni.com

Contact:	<b>Mr Michel Bebga</b>	+225 07 620 988 (Mobile) michel.bebga@budd-pni.com
	<b>Mr PK Yao</b>	+225 05 522 671 (Mobile)

In case of emergency or communication difficulties contact the Budd Group emergency number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

TCI Africa

See Abidjan

## Jamaica

### Kingston

Shipowners' P&I Services Ltd.

Telephone: +1 876 967 5051  
Facsimile: +1 876 922 0889  
Address: The Masterton Building, 21-25 Hanover Street, Kingston, Jamaica  
Email: admin@shipownerspandiservicesjm.com  
Website: www.maritconsultja.com

Contact:	<b>Mr Errol Williams</b>	+1 876 868 3357 (Mobile) errol.williams @shipownerspandiservicesjm.com
	<b>Ms Alexia Marquis</b>	+1 876 329 9225 (Mobile) alexia.marquis @shipownerspandiservicesjm.com
	<b>Capt A Smith</b>	+1 876 925 3716 (Home) +1 876 817 3536 (Mobile) maritconsult@cwjamaica.com

Caribbean Marine and  
P&I Services Ltd.

Telephone: +1 876 758 9651  
Facsimile: +1 876 758 9654  
Address: 4 Fourth Avenue, Newport West, Kingston, 13, Jamaica  
Email: jamaicaadmin@carimar-pandi.com  
Website: www.carimar-pandi.com

Contact:	<b>Capt Frank Henry</b>	+1 876 999 2523 (Mobile) frankhenry@carimar-pandi.com
	<b>Mr Ralph Sugden</b>	+1 561 366 7593 +1 954 854 1093 (Mobile) ralphsugden@carimar-pandi.com
	<b>Mr Nicholas Cover</b>	+1 876 758 9651 or 9652 +1 876 819 5195 (Mobile) nicholascover@carimar-pandi.com
	<b>Mr Brad Sugden</b>	+1 561 366 7593 +1 939 216 7224 (Mobile) bradsugden@carimar-pandi.com



# Japan

## Tokyo

Charles Taylor (Japan) Ltd.

Telephone:	+81 3 3518 9601	
Facsimile:	+81 3 3518 9602	
Address:	6th Floor Takebashi Bldg, 2-1-8, Kanda Nishiki-cho, Chiyoda-ku, Tokyo, 101 0054, Japan	
Website:	www.ctplc.com	
Contact:	<b>Ms Yoshiko Kobayashi</b>	+81 80 9553 0605 (Mobile) yoshiko.kobayashi@ctplc.com
	<b>Mr Masafumi Minami</b>	+81 80 9545 2855 (Mobile) masafumi.minami@ctplc.com
	<b>Mr Tsukasa Sekine</b>	+81 90 7736 8601 (Mobile) tsukasa.sekine@ctplc.com

# Jordan

## Amman

Telstar Maritime Agencies  
(Jordan) Plc

Telephone:	+962 6 462 4104	
Facsimile:	+962 6 464 0168	
Address:	P.O. Box 194, Amman, 1118, Jordan	
Email:	telstar1@go.com.jo	
Contact:	<b>Mr Sameer Kharbutli</b>	+962 795 688 886 (Mobile)
	<b>Mr Issam Jiries</b>	+962 6 462 4105 +962 795 534 696 (Mobile)

Red Sea Shipping Agency  
(W.L.L.)

Telephone:	+962 6 560 9500	
Facsimile:	+962 6 567 2170	
Address:	Shmeisani, 24, Sharif Abdel Hameed Sharaf Street, P.O. Box 1248, Amman, 11118, Jordan	
Email:	claimsp&i@kawar.com	
Contact:	<b>Ms Ninette Issid</b>	+962 6 581 6615 (Home) +962 79 822 4414 (Mobile) nINETTE.ISSID@kawar.com
	<b>Mrs Nadia Shahin</b>	+962 6 592 7705 (Home) +962 79 525 5222 (Mobile) nadia.shahin@kawar.com
	<b>Mr Ahmad Mustafa</b>	+962 79 830 1368 (Mobile) ahmad.mustafa@kawar.com

Please copy Aqaba or Amman staff whenever sending a message to claimsp&i@kawar.com

## Aqaba

Telstar Maritime Agencies  
(Jordan) Plc

Telephone:	+962 3 2013 678	
Facsimile:	+962 3 2012 679	
Address:	P.O. Box 8, Aqaba, Jordan	
Email:	telstar@go.com.jo	
Contact:	<b>Mr Tewfic Zeid</b>	+962 795 524 154 (Mobile) tabouzeid@telstarmaritime.com
	<b>Mr T Odeh</b>	+962 3 314 268 (Home) todeh@telstarmaritime.com

## Jordan continued

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### Aqaba

Red Sea Shipping Agency  
(W.L.L.)

Telephone: +962 3 201 4217  
Facsimile: +962 3 201 3618  
Address: Hammamat Tunis Street, P.O. Box 22, Aqaba, 77110, Jordan  
management.aqaba@kawar.com  
Email:  
Contact: **Mr Munir Muammar** +962 3 201 8979 (Home)  
+962 79 822 4451 (Mobile)  
munir.muammar@kawar.com

---

## Kazakhstan

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### Alma-Ata

CIS Pandi Services

Telephone: +7 727 274 4025  
Facsimile: +7 727 391 2334  
Address: Baisheva Street, Building 3A, Office 18, Almaty,  
050002, Kazakhstan  
Email: almaty@cispandi.com  
Contact: **Mr Artyom Ignatyev** +7 701 764 0515 (Mobile)

---

## Kenya

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### Mombasa

Protecting & Indemnity (K) Ltd.

Telephone: +254 41 222 2494  
Address: Third Floor, Suite 15, Jubilee Insurance Arcade, Moi Avenue,  
Mombasa, Kenya  
Email: pandi@africaonline.co.ke  
Contact: **Capt Musa Ittiso** +254 733 803 226 (Mobile)  
**Mr Luka Gishoi** +254 727 351 865 (Mobile)  
luka.gishoi@pandi.co.ke

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Alternative email address: pimombasa@pando.co.ke

## Kuwait

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### Kuwait

Gulf Agency Co. (Kuwait) Ltd.

Telephone: +965 222 05 800  
Facsimile: +965 243 47 325  
Address: Faisal Centre, Ground Floor, Dajeej, Farwaniya, Safat, Kuwait  
claims.kuwait@gac.com  
Website: www.gac.com/kuwait  
Contact: **Mr Filandro Borges** +965 222 05 816  
+965 9975 1960 (Mobile)  
filandro.borges@gac.com  
**Mr Hussain Bazarwala** +965 222 05 895  
+965 9006 2389 (Mobile)  
hussain.bazarwala@gac.com

---

# Latvia

## Riga

Pandi Balt Ltd.

Telephone: +371 67 383 951  
Facsimile: +371 67 383 965  
Address: Maza Aluksnes Street 7, Riga, LV-1045, Latvia  
Email: pandi@pandibalt.eu  
Website: www.pandibalt.lv

Contact: **Capt Sergey Batmanov** +371 2921 6619 (Mobile)  
bsi@pandi.lv  
**Capt Eugene Drevitski** +371 2918 6054 (Mobile)  
eugene@pandi.lv

# Lebanon

## Beirut

Maurice G. Mouracade & Co.

Telephone: +961 1 201 821  
Facsimile: +961 1 200 590  
Address: Chammah Building, Selim Bustros Street, P.O. Box 11 0367, Beirut, 1107 2040, Lebanon  
Email: mgmpandi@dm.net.lb

Contact: **Mr R Mouracade** +961 1 321 389  
+961 3 621 999 (Mobile)  
**Mrs Mary Doueihy** +961 76 325 615 (Mobile)  
**Mr A Dakessian** +961 3 325 615 (Mobile)

24 hours emergency phone number: +961 3 622 244

Baroudi & Associates  
(Lawyers)

Telephone: +961 1 428 777  
Facsimile: +961 1 423 582  
Address: Achrafieh 5585 Building, P. Gemayal Avenue, P.O. Box 11-7236, Palais de Justice District, Beirut, Lebanon  
Email: baroudi@baroudilegal.com

Contact: **Mr Samir Baroudi** +961 4 406 734  
+961 3 601 009 (Mobile)  
samir.baroudi@baroudilegal.com  
**Mr Jean Baroudi** +961 1 219 088  
+961 3 323 252 (Mobile)  
jean.baroudi@baroudilegal.com

# Liberia

## Monrovia

Africa Marine Services (Liberia)

Telephone: +231 77 226 611  
Facsimile: +231 77 226 204  
Address: Business Incubator Plaza, 80 Broad Street, P.O. Box 10-5697, Monrovia, 1000-10, Liberia  
Email: africamarine@aol.com  
Website: www.africamarineserv.com

Contact: **Mr Henry Brunson** +231 88 651 1644 (Mobile)  
hbrunsonsafe@yahoo.com

24 hours London contact: +44 20 7613 0131, email: africamarine@aol.com

# Libya

## Tripoli

Shtewi Legal & Pandi Services  
(Lawyers)

Telephone: +218 21 334 1588  
Facsimile: +218 21 344 1589  
Address: 207 Amohamed El Magarif Street, Second Floor, P.O. Box 12835,  
Tripoli, Libya  
Email: shtewi69@hotmail.com

Contact:	<b>Mr Taher Shtewi</b>	+218 92 820 1040 (Home) +218 91 214 1080 (Mobile) shtewi69@hotmail.com
	<b>Mr Mohamed Shtewi</b>	+218 92 507 1606 (Home) +218 91 218 8631 (Mobile)

In case of difficulty, contact Alan Salsbury: +44 7920 828 725 (mobile) or  
email: alansalsbury@btinternet.com

# Lithuania

## Klaipeda

Pandi Balt SIA Ltd.

Telephone: +370 46 313 428  
Facsimile: +370 46 313 428  
Address: P.O. Box 445, Klaipeda, 92003, Lithuania  
Email: lithuania@pandibalt.eu

Contact:	<b>Capt A Dubrovskij</b>	+370 6983 1457 (Mobile)
	<b>Mr O Drobitko</b>	+370 6553 9609 (Mobile) drobitko.oleg@pandi.lt

Copy all emails to Pandi Balt, Riga, pandi@pandibalt.eu

# Madagascar

## Toamasina

Indoceanic Services  
c/o Semad SA

Telephone: +261 20 533 3175  
Facsimile: +261 20 533 1670  
Address: 17 Boulevard Joffre, Toamasina, Madagascar  
Email: indoceanic@wanadoo.fr

Contact:	<b>Mr Adriano Rajoelina</b>	+261 320 493 291 (Mobile)
	<b>Ms Dominique Thomson</b>	+262 692 017 777 (Mobile)
	<b>Mr Jose Thomson</b>	+262 692 852 929 (Mobile)

In case of communication difficulties please contact Indoceanic Services, Port Reunion.  
Alternative email address: contact.tmm@semad.mg

## TCI Madagascar

Telephone: +261 3204 61734  
Address: Lot 0105AB0361, Mangarivotra, Majunga, 401, Madagascar  
Email: tci-madagascar@tci-africa.com

Contact:	<b>Mr Faustin Tsiresy</b>	+261 340 561 734 (Mobile)
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In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer  
emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/  
B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com,  
or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers.  
For new instructions please copy all emails to mail@eltvedtosullivan.com

# Malaysia

## Bintulu

Harrisons Sarawak Sdn. Bhd.

Telephone: +60 88 222 110  
Facsimile: +60 88 222 457  
Address: 1st & 2nd Floor, Lot No. 1065, Kemena Commercial Centre,  
Jalan Tanjong Batu, Bintulu, Sarawak, 97000, Malaysia  
Email: htkk.ship@harrisons.com.my

Contact:	<b>Mr Yap Guan</b>	+60 86 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	<b>Ms Aileen Chua</b>	+60 88 413 613 (Home) +60 16 833 0767 (Mobile)

All correspondence to Kota Kinabalu

## Kota Kinabalu

Harrisons Sabah Sdn. Bhd.

Telephone: +60 88 222 110  
Facsimile: +60 88 222 457  
Address: 19 Jalan Haji Saman, P.O. Box 10022, Kota Kinabalu, Sabah,  
88800, Malaysia  
Email: htkk.ship@harrisons.com.my

Contact:	<b>Mr Yap Guan</b>	+60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	<b>Ms Aileen Chua</b>	+60 88 413 613 (Home) +60 16 833 0767 (Mobile)

SPICA Services (M) Sdn. Bhd.

Telephone: +60 88 386 619  
Facsimile: +60 88 435 619  
Address: Lot 26A, Jalan Kilang, Sedco Industrial Estate, Kolombong,  
5½ Miles, Jalan Tuaran, Kota Kinabalu, Sabah, 88450, Malaysia  
Email: kk\_claims@spica.com.my

Contact:	<b>Mr Razif Radzi</b>	+60 12 332 7054 (Mobile) razif@spica.com.my
	<b>Mr Ray Jipin</b>	+60 19 987 4928 (Mobile) ray@spica.com.my

## Kuching

Harrisons Sarawak Sdn. Bhd.

Telephone: +60 88 222 110  
Facsimile: +60 88 222 457  
Address: Lot 8940, 1st Floor, 2½ Mile Jalan Pending, Kuching, Sarawak,  
93450, Malaysia  
Email: htkk.ship@harrisons.com.my

Contact:	<b>Mr Yap Guan</b>	+60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	<b>Ms Aileen Chua</b>	+60 88 413 613 (Home) +60 16 833 0767 (Mobile)

# Malaysia continued

## Miri

Harrisons Sarawak Sdn. Bhd.

Telephone: +60 88 222 110  
Facsimile: +60 88 222 457  
Address: Lot 45 & 47, Block 10, 1st KM, Jalan Lutong-Kuala Baram, Kuala Baram Land District, Miri, Sarawak, 98000, Malaysia  
Email: htkk.ship@harrisons.com.my

Contact:	<b>Mr Yap Guan</b>	+60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	<b>Ms Aileen Chua</b>	+60 88 413 613 (Home) +60 16 833 0767 (Mobile)

## Penang

Charles Taylor Marine Sdn Bhd

Telephone: +60 3 7781 2260  
Facsimile: +60 3 7781 2261  
Address: 509, 5th Floor, Menara Mutiara Majestic, 15 Jalan Othman, Petaling Jaya, Selangor, 46000, Malaysia

Contact:	<b>Mr Manai Seenaiyah</b>	+60 12 279 5195 (Mobile) manai.maran@ctplc.com
	<b>Ms Zabidah Kassim</b>	+60 17 677 5329 (Mobile) zabidah.kassim@ctplc.com

## Port Kelang

See Penang

## Sandakan

Harrisons Sabah Sdn. Bhd.

Telephone: +60 88 222 110  
Facsimile: +60 88 222 457  
Address: 20, Lebuhi Tiga, Sandakan, Sabah, 90000, Malaysia  
Email: htkk.ship@harrisons.com.my

Contact:	<b>Mr Yap Guan</b>	+60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	<b>Ms Aileen Chua</b>	+60 88 413 613 (Home) +60 16 833 0767 (Mobile)

## Tawau

Harrisons Sabah Sdn. Bhd.

Telephone: +60 88 222 110  
Facsimile: +60 88 222 457  
Address: 1229 Jalan Dunlop, Tawau, Sabah, 91000, Malaysia  
Email: htkk.ship@harrisons.com.my

Contact:	<b>Mr Yap Guan</b>	+60 89 773 111 +60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	<b>Ms Aileen Chua</b>	+60 88 413 613 (Home) +60 16 833 0767 (Mobile)

All correspondence to Kota Kinabalu

# Malta

## Valletta

H. Vassallo & Associates Limited

Telephone: +356 2540 7900  
Address: 53/2 Old Theatre Street, Valletta, VLT 1427, Malta  
Email: mail@hvassallo.com

Contact:	<b>Dr John Bugeja</b>	+356 2144 3020 (Home) +356 7904 7880 (Mobile) john.bugeja@hvassallo.com
	<b>Mr Joe Buhagiar</b>	+356 2157 6774 (Home) +356 9944 2703 (Mobile) joe.buhagiar@hvassallo.com
	<b>Dr Abigail Bugeja</b>	+356 7990 3264 (Mobile) abigail.bugeja@hvassallo.com
	<b>Mr Joe Cassano</b>	+356 9945 9716 (Mobile) joe.cassano@hvassallo.com

Emergency phone number: +356 2540 7777

# Mauritania

## Nouakchott

T.C.I. (Africa)

Telephone: +222 4 525 6894  
Facsimile: +222 4 525 3287  
Address: BP 3033, Nouakchott, Mauritania  
Email: tci-nouakchott@tci-africa.com  
Website: www.eltvedtosullivan.com

Contact:	<b>Mr Mohamed Lemine</b>	+222 3 630 5160 (Mobile)
	<b>Mr Abdoulaye Diop</b>	+222 4 677 4782 (Mobile) tci-nouakchott@mauritel.mr

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

Budd Mauritania

Telephone: +222 4 521 2306  
Address: Appartement 4, Immeuble Najah, 46, Avenue John Kennedy, Nouakchott, Mauritania  
Email: budd.mauritanie@budd-pni.com  
Website: www.budd-pni.com

Contact: **Mr Serigne M'baye Ndiouk** +222 4 676 7867 (Mobile)

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all emails to general.marseille@budd-pni.com

# Mauritius

## Port Louis

Blyth Bros. & Co. Ltd.

Telephone: +230 206 6995  
Facsimile: +230 217 4939  
Address: FDM Complex No. 2, Freeport Zone 21, Mer Rouge,  
Port Louis, Mauritius  
Email: shpman@iblmarine.com

Contact:	<b>Capt Thierry Perrier</b>	+230 483 6930 (Home) +230 5940 3650 (Mobile) tperrier@iblmarine.com
	<b>Mr Mario Genevieve</b>	+230 247 2105 (Home) +230 5940 3648 (Mobile) mgenevieve@iblmarine.com
	<b>Mr Ashley Kamulsing</b>	+230 428 1680 (Home) +230 5912 6324 (Mobile) crewing@iblmarine.com

# Mexico

## Mexico City

Charles Taylor Adjusting

Telephone: +52 55 3000 1880  
Facsimile: +52 55 3000 1889  
Address: Orizaba 32, Col Roma Norte, Del Cuauhtemoc, Mexico City,  
CP 06700, Mexico

Contact:	<b>Mr Fernando Leon</b>	+52 1 55 4950 4212 (Mobile) fernando.leon@ctplc.com
	<b>Mr Felipe Ramirez</b>	+52 1 55 5217 2564 (Mobile) felipe.ramirez@ctplc.com
	<b>Mr Alejandro Martinez</b>	+52 1 55 5455 2065 (Mobile) alejandro.martinez@ctplc.com

# Monaco

## Monaco

Ballini & C. Law Office  
(Lawyers)

Telephone: +377 9777 8090  
Facsimile: +377 9777 8091  
Address: Gildo Pastor Center, 7 Rue du Gabian, Monte Carlo,  
98000, Monaco  
Email: info@mblawoffice.eu

Contact:	<b>Mrs Irene Ballini</b>	+377 640 629 385 (Mobile)
----------	--------------------------	---------------------------



# Montenegro

## Bar

### Jadroagent Bar

Telephone: +382 30 315 996  
Facsimile: +382 30 312 342  
Address: Obala 13, Jul 2, Bar, 85000, Montenegro  
Email: jadroa@jadroagentbar.com  
Website: www.jadroagentbar.com

Contact:	<b>Ms Dragana Radovic</b>	+382 69 379 709 (Mobile)
	<b>Ms Milana Batricevic</b>	+382 69 379 700 (Mobile)

### Samer & Strugar Shipping d.o.o.

Telephone: +382 30 317 350  
Facsimile: +382 30 315 563  
Address: St. Marsala Tita, D-5, Bar, 85000, Montenegro  
Email: samer.strugar@t-com.me  
Website: www.samer.com

Contact:	<b>Ms D Strugar</b>	+382 69 324 583 (Mobile)
----------	---------------------	--------------------------

# Morocco

## Casablanca

### Mcleans Maritime Maroc

Telephone: +212 522 880 001  
Facsimile: +212 522 880 003  
Address: 6 bis rue Najib Mahfoud, Casablanca, 20060, Morocco  
Email: morocco@mcleans.fr

Contact:	<b>Ms Veronique Javelaud</b>	+212 661 191 409 (Mobile) vjavelaud@mcleans.fr
	<b>Mr Issam Ennassiri</b>	+212 661 985 429 (Mobile) iennassiri@mcleans.fr

### "DEFMAR" Societe Maghrebine de Defense Maritime

Telephone: +212 522 452 525  
Facsimile: +212 522 450 501  
Address: Espace Paquet, Suite No. 506, Place Nicolas Paquet, Boulevard Mohamed V, Casablanca, 20 000, Morocco  
Email: somadef@defmar.com  
Website: www.defmar.com

Contact:	<b>Mr M Margaoui</b>	+212 661 139 233 (Mobile) margaoui@defmar.com
	<b>Mr Mohamed Laazizi</b>	+212 522 271 629 (Home) +212 661 463 834 (Mobile) m.laazizi@defmar.com
	<b>Mrs Fatima Anchoum</b>	+212 642 757 957 (Mobile) f.anchoum@defmar.com
	<b>Mr Tarik Baalla</b>	+212 666 269 518 (Mobile) t.baalla@defmar.com

# Morocco continued

## Tangier

Mclean Maritime Maroc

Telephone: +212 53 994 1346  
Facsimile: +212 53 994 1346  
Address: Avenue Moulay Rachid, Val Fleuri, Complexe Al Boutrouss no. 11, Tanger, 90000, Morocco  
Email: morocco@mcleans.fr/casablanca@mcleans.fr/  
tanger@mcleans.fr

Contact:	<b>Ms Veronique Javelaud</b>	+212 661 191 409 (Mobile) vjavelaud@mcleans.fr
	<b>Mr Issam Ennassiri</b>	+212 661 985 429 (Mobile) iennassiri@mcleans.fr

## Defarmed

Telephone: +212 661 862 659  
Address: c/o Société Maghrébine de Défense Maritime, Espace Paquet, Suite No. 506, Place Nicolas Paquet, Boulevard Mohamed V, Casablanca, 20 000, Morocco  
Email: defarmed@defmar.com

Contact:	<b>Mr Mohamed Laazizi</b>	+212 539 936 557 +212 661 463 834 (Mobile) m.laazizi@defmar.com
	<b>Mr Tarik Baalla</b>	+212 539 936 557 +212 666 269 518 (Mobile) t.baalla@defmar.com
	<b>Mrs Fatima Anchoum</b>	+212 642 757 957 (Mobile) f.anchoum@defmar.com

# Mozambique

## Beira

P&I Associates (Beira) Ltd.

Telephone: +258 23 323 143  
Facsimile: +258 23 322 916  
Address: Casa Infanta de Sagres, Largo Do Buzi 1/6, P.O. Box 44, Beira, Mozambique  
Email: pidurban@pandi.co.za

Contact:	<b>Mr Peter Walker</b>	+258 23 312 557 +258 82 305 1960 (Mobile)
----------	------------------------	--

After office hours: Call Durban mobile duty phone number: +27 83 250 3398. Please copy all email correspondence to Durban: pidurban@pandi.co.za

# Myanmar

## Yangon

The Law Chambers  
(Lawyers)

Telephone: +95 1 559 467  
Facsimile: +95 1 557 990  
Address: Room 306, Building (A), Tetkathon Yeikmon Housing No. 25(D),  
New University Avenue Road, Bahan Township, Yangon, Myanmar  
Email: law\_chambers@seasiren.com.mm  
Website: www.thelawchambersmm.com

Contact:	<b>Ms Tin Ohnmar Tun</b>	+95 1 541 584 (Home) +95 9512 1024 (Mobile) tin_o_tun@seasiren.com.mm
	<b>Mr Mya Mu</b>	+95 9450 034 992 (Mobile) kyawmyint.nyo@gmail.com
	<b>Ms Tin Thiri Aung</b>	+95 1 559 894 +95 9500 8833 (Mobile) tinthiri.aung@thelawchambersmm.com
	<b>Mr Thu Ra Thaug</b>	+95 9512 3753 (Mobile)

Spica Services (S) Pte Ltd  
(MYANMAR)

Telephone: +95 1 255 160  
Facsimile: +95 1 255 171  
Address: 339 Bogyoke Aung San Road, Unit #15-03, Sakura Towers,  
Kyauktada Township, Yangon, Myanmar  
Email: claims.myanmar@spica.com.sg

Contact:	<b>Mr Kyi Thanda Oo</b>	+95 9259 202 896 (Mobile) thanda.myanmar@spica.com.sg
	<b>Sainn Sainn</b>	+95 9421 063 053 (Mobile) sainn.myanmar@spica.com.sg
	<b>Mr Han Zaw Oo</b>	+95 9782 001 088 (Mobile) han.myanmar@spica.com.sg
	<b>Mr Aung Myo Myat Naing</b>	+95 9797 031 904 (Mobile) aung@spica.com.sg

# Netherlands

## Amsterdam

DUPI Netherlands B.V.

Telephone: +31 20 681 4692  
Address: Zekeringstraat 36A, Amsterdam, 1014 BS, Netherlands  
Email: correspondents@dupi.com  
Website: www.correspondents.dupi.com

Contact:	<b>Mr Peter Van Bodegraven</b>	+31 10 440 5592 +31 6 2339 8506 (Mobile) peter.vanbodegraven@dupi.com
	<b>Mr Reid de Jong</b>	+31 10 440 5593 +31 6 1436 4264 (Mobile) reid.dejong@dupi.com
	<b>Ms Bianca Winterswijk</b>	+31 10 440 5590 +31 6 1269 6071 (Mobile) bianca.winterswijk@dupi.com
	<b>Mr Nils Heijboer</b>	+31 10 440 5510 +31 6 5424 2073 (Mobile) nils.heijboer@dupi.com

## Rotterdam

DUPI Netherlands B.V.

Telephone: +31 10 440 5555  
Address: Blaak 16, 6th floor, P.O. Box 23085, 3001 KB Rotterdam, Netherlands  
Email: correspondents@dupi.com  
Website: www.correspondents.dupi.com

Contact:	<b>Mr Peter Van Bodegraven</b>	+31 10 440 5592 +31 6 2339 8506 (Mobile) peter.vanbodegraven@dupi.com
	<b>Mr Reid de Jong</b>	+31 10 440 5593 +31 6 1436 4264 (Mobile) reid.dejong@dupi.com
	<b>Ms Bianca Winterswijk</b>	+31 10 440 5590 +31 6 1269 6071 (Mobile) bianca.winterswijk@dupi.com
	<b>Mr Nils Heijboer</b>	+31 10 440 5510 +31 6 5424 2073 (Mobile) nils.heijboer@dupi.com

Hudig & Veder (P&I) B.V.

Telephone: +31 10 428 5522  
Facsimile: +31 10 428 5529  
Address: P.O. Box 59059, Rotterdam, 3008 PB, Netherlands  
Website: www.hudigpandi.com

Contact:	<b>Mr HJ Mulder</b>	+31 6 5327 6913 (Mobile) h.mulder@hudigpandi.com
----------	---------------------	---

# New Caledonia

## Noumea

McLeans (New Caledonia)  
c/o ALB NAVAL

Telephone: +687 781 084  
Facsimile: +687 276 956  
Address: 2 Allee Bellevue, Bale de Citrons, BP 8745, Noumea,  
98807, New Caledonia  
Email: jackalain@gmail.com  
Website: www.mcleangroup.fr

Contact: **Capt Alain Le Breton** +687 376 915  
+687 781 084 (Mobile)  
jackalain@gmail.com

Also via Paris: Mrs T Mauduit +33 680 030402 mobile

# New Zealand

## Auckland

P&I Services Ltd.

Telephone: +64 9 303 1900  
Address: P.O. Box 437, Level 5, Southern Cross Building, 59 High Street,  
Auckland, New Zealand

Contact: **Mr Michael McCarthy** +64 21 646 299 (Mobile)  
michael.mccarthy@pandinz.co.nz

**Mr Alistair Irving** +64 27 445 396 (Mobile)  
alistair.irving@pandinz.co.nz

# Nicaragua

## Managua

J.L. Griffith Sucesores, S.A.

Telephone: +505 2278 6394  
Facsimile: +505 2278 6187  
Address: Pista Jean Paul Genie, Costado Oeste Centro Ejecutivo Alfinsa,  
P.O. Box 3513, Managua, Nicaragua  
Website: www.jlgriffith.com

Contact: **Ms Georgina Griffith** +505 8722 2359 (Mobile)  
ggriffith@jlgriffith.com

**Ms Lina Carrión** +505 8739 4938 (Mobile)  
lcarrion@jlgriffith.com

**Mr Albert Griffith** +505 8720 9596 (Mobile)  
griffith@alfinsa.com

# Nigeria

## Lagos

T.C.I. (Africa) Lagos

Telephone: +234 803 726 4547  
Facsimile: +234 1 271 1742  
Address: 19 Campbell Street, Lagos, Nigeria  
Email: tci-lagos@tci-africa.com

Contact: **Mr Pius Chikodi** +234 809 111 3249 (Mobile)

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/ B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

Africa Marine Services (Europe)  
c/o West Africa Marine P&I  
Services (Nigeria)

Telephone: +234 803 321 8030  
Facsimile: +234 1 587 2882  
Address: 1A Plateau Road, Apapa, Lagos, Nigeria  
Email: africamarinelos@aol.com  
Website: www.africamarineserv.com

Contact: **Mr Allen Hardcastle** +44 788 181 1982 (Mobile)  
allenhardcastle@aol.com

**Mr Olusoji Fagboun** +234 803 330 5036 (Mobile)  
wampisoji@outlook.com

**Mr Nikhik Bhat** +234 708 327 0972 (Mobile)  
nikhilbhat01@gmail.com

**Mr Nilesh Noronha** +234 814 808 2785 (Mobile)  
nilesh.noronha@gmail.com

24 hours London contact number: +44 20 7613 0131, email: africamarine@aol.com.  
Alternative phone/fax number: +234 1 545 8709

## Port Harcourt

T.C.I Africa

Telephone: +234 805 603 6513  
Facsimile: +234 1 271 1742  
Address: 11 Industry Road, Port Harcourt, Nigeria  
Email: tci-lagos@tci-africa.com

Contact: **Mr L Segun** +234 803 744 3897 (Mobile)

In case of difficulty, contact TCI Lagos Mobile +234 809 111 3249 or managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/B Giraud: +33 613 175 584 and copy all emails to mail@eltvedtosullivan.com, or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. For new instructions please copy all emails to mail@eltvedtosullivan.com

West Africa Marine P&I

Telephone: +234 803 319 7833  
Address: 11 Industry Road, Port Harcourt, Rivers State, Nigeria  
Contact: **Mr Gabriel Jirkor** gjirkor@yahoo.com

It is recommended to copy all correspondence to head office on africamarine@aol.com

# Norway

## Bergen

Fjeld Consultant AS

Telephone: +47 5559 7900  
Facsimile: +47 5559 7901  
Address: Littleasvegen 49, Nyborg, Bergen, 5132, Norway  
Email: fc@fjeld-consultant.no

Contact:	<b>Mr Erik Vellinga</b>	+47 5559 7903 +47 9487 6088 (Mobile) erik.vellinga@fjeld-consultant.no
	<b>Mr Christer Hannevik</b>	+47 5559 7904 +47 9530 0452 (Mobile) christer.hannevik@fjeld-consultant.no
	<b>Mr Jan Inge Haukeland</b>	+47 5559 7902 +47 9076 5029 (Mobile) jan.inge.haukeland@fjeld-consultant.no
	<b>Capt Bjoern Fjeld</b>	+47 9002 3117 (Mobile) bjorn.fjeld@fjeld-consultant.no

## Mongstad

Gulf Agency Company  
Norway AS

Telephone: +47 4831 5010  
Address: Nordic House, Litlaas 8, Mongstad, 5954, Norway  
Email: pandi.norway@gac.com  
Website: www.gac.com/norway

Contact:	<b>Mrs Salomea Maskhulia</b>	+47 9100 5803 (Mobile) salomea.maskhulia@gac.com
	<b>Mr Ahmet Ozsoy</b>	+47 9920 2526 (Mobile) ahmet.ozsoy@gac.com
	<b>Mr Morten Hamre</b>	+47 9201 0684 (Mobile) morten.hamre@gac.com
	<b>Mr Jermyn Chua</b>	+47 9087 8841 (Mobile) jermyn.chua@gac.com

24 hours duty phone number: +47 4831 5010, email: pandi.norway@gac.com

## Oslo

P&I Scandinavia AS

Telephone: +47 22 41 59 05  
Facsimile: +47 22 33 50 20  
Address: Verftsgata 1C, Moss, Oslo, 1511, Norway  
Email: info@pandiscan.com

Contact:	<b>Mr Karl Presterud</b>	+47 91 30 41 04 (Mobile)
	<b>Ms D Phillips</b>	+47 97 13 21 86 (Mobile)
	<b>Ms Ingvild Nordtveit</b>	+47 99 43 40 45 (Mobile)

# Oman, Sultanate of

## Muscat

### Inchcape Shipping Services

Telephone:	+968 9931 5968	
Address:	Bait Al Reem, Second Floor, Building No: 81, Way No: 3409, Block No: 234, Al Khuwair, Muscat, Sultanate of Oman	
Email:	pandimuscat@iss-shipping.com	
Website:	www.iss-shipping.com	
Contact:	<b>Mr Abhir Porobo</b>	+968 2470 5717 (Home) +968 9931 5968 (Mobile) abhir.porobo@iss-shipping.com
	<b>Mr Sudhir Anand</b>	+968 9280 1907 (Mobile) sudhir.anand@iss-shipping.com
	<b>Mrs Seetha Bhat</b>	+968 9217 0895 (Mobile) divya.bhat@iss-shipping.com

## Port Salalah

### Inchcape Shipping Services

Telephone:	+968 9931 5968	
Address:	Office No. 09, First Floor, Hamdan Plaza, P.O. BOX 500, Postal Code 211, Sultanate of Oman	
Email:	pandimuscat@iss-shipping.com	
Website:	www.iss-shipping.com	
Contact:	<b>Mr Abhir Porobo</b>	+968 9931 5968 (Mobile) abhir.porobo@iss-shipping.com
	<b>Mr Sudhir Anand</b>	+968 9280 1907 (Mobile) sudhir.anand@iss-shipping.com
	<b>Mrs Seetha Bhat</b>	+968 9217 0895 (Mobile) divya.bhat@iss-shipping.com

# Pakistan

## Karachi

### AIV Private Limited

Telephone:	+92 21 352 91 808	
Facsimile:	+92 21 352 91 805	
Address:	House No. C-118, Block-2, Clifton, Karachi, Pakistan	
Email:	irfan.vazeer.pni@aivpak.com	
Website:	www.aivpak.com	
Contact:	<b>Mr Irfan Vazeer</b>	+92 21 352 91 801 +92 21 358 49 507 (Home) +92 345 200 9900 (Mobile) irfan.vazeer@aivpak.com
	<b>Mr Syed Ali</b>	+92 345 200 9937 (Mobile) sta1@aivpak.com
	<b>Mr Syed Shah</b>	+92 345 200 9910 (Mobile) has@aivpak.com



# Panama, Republic of

## Cristobal

C. Fernie & Co. S.A.

Telephone: +507 433 8500  
Facsimile: +507 433 8528  
Address: 1110 Columbus Avenue, P.O. Box 0301-03506, Cristobal, Republic of Panama  
Email: ferniepi@cfernie.com

Contact:	<b>Mr Andre Perret</b>	+507 399 0665 +507 6617 3229 (Mobile)
	<b>Mr J Blennerhassett</b>	+507 470 0313 +507 6612 1152 (Mobile)

After hours duty phone number: +507 6614 0554

# Papua New Guinea

## Port Moresby

See Cairns, Australia

# Paraguay

## Asuncion

Pandi Paraguay

Telephone: +595 21 201 886/7  
Address: Tte. Rigoberto Daponte No. 671, c/Rca. de Siria, Bo. Jara, Asuncion, Paraguay  
Email: pandipar@pandi.com.ar

Contact: **Mr Paul Gunther** +595 971 917 970 (Mobile)

# Peru

## Lima

Charles Taylor Ajustadores de Seguros S.A.C.

Telephone: +51 1 500 5030  
Address: German Schreiber 184, Oficina 901, San Isidro, Lima, Peru

Contact:	<b>Mr Pierre Barron</b>	+51 993 504 438 (Mobile) pierre.barron@ctplc.com
	<b>Mr Manuel Medina</b>	+51 941 538 330 (Mobile) manuel.medina@ctplc.com

Copy all correspondence to: fernando.leon@ctplc.com

Interlog Servicios S.A.C.

Telephone: +51 1 475 2930  
Facsimile: +51 1 475 2936  
Address: Calle Virtud y Union 160, (ex Calle 12), Lima, 27, Peru  
Email: interlog@interlog.com.pe

Contact:	<b>Mr Francisco Arca Patino</b>	+51 1 344 2812 (Home) +51 997 585 105 (Mobile) farcap@interlog.com.pe
	<b>Ms Carla Paoli Consiglieri</b>	+51 1 345 1717 (Home) +51 993 539 273 (Mobile) cpaolic@interlog.com.pe

Alternative office number: +51 1 475 2938

# Philippines

## Manila

Claims Services P&I  
Management Co. Inc.

Telephone: +63 2 522 7173  
Facsimile: +63 2 521 1987  
Address: Unit 103B Ground Floor, Marbella Manila II Building,  
2071 Pres. Roxas Boulevard, Malate, Manila, 1004, Philippines  
Email: claimsservices@claimsservices.claims

Contact:	<b>Mr Henson Lim</b>	+63 918 904 5287 (Mobile) henson.lim@claimsservices.claims
	<b>Ms Ruth Romero</b>	+63 918 912 6417 (Mobile) ruth.romero@claimsservices.claims
	<b>Mr Cezar Cardenas</b>	+63 999 993 7179 (Mobile) cezar.cardenas@claimsservices.claims
	<b>Ms Judy Lalicon-Felizardo</b>	+63 999 993 7178 (Mobile) judyann.felizardo@claimsservices.claims

Alternative office numbers: +63 2 524 1846-48

# Poland

## Gdynia

Sulnave Sp. z.o.o

Telephone: +48 58 551 0812  
Facsimile: +48 58 551 0401  
Address: ul. Armil Krajowej 68/4, 81-844 Sopot, Gdynia, Poland  
Email: pandi@sulnave.com.pl

Contact:	<b>Ms M Wojcik</b>	+48 502 573 512 (Mobile)
----------	--------------------	--------------------------

After office hours contact: +48 503 178 737

Morska Agencja Gdynia Ltd.

Telephone: +48 58 785 3855  
Facsimile: +48 58 785 3786  
Address: ul. T. Wendy 15, Gdynia, 81-341, Poland  
Email: pandi@mag.pl  
Website: www.mag.pl

Contact:	<b>Mr Krzysztof Kuchta</b>	+48 58 785 3856 +48 58 719 3330 (Home) +48 603 650 494 (Mobile)
	<b>Mr Janusz Legowski</b>	+48 605 207 776 (Mobile) j.legowski@mag.pl

## Szczecin

Sulnave Sp. z.o.o.

Telephone: +48 91 814 2203  
Facsimile: +48 91 814 2205  
Address: ul. Nowy Rynek 1/5, Szczecin, 70-533, Poland  
Email: west@sulnave.com.pl

Contact:	<b>Ms Ewa Sztafiej</b>	+48 502 573 513 (Mobile)
----------	------------------------	--------------------------

# Polynesia, French

## Papeete

Agence Maritime de Fare Ute

Telephone: +689 40 425 561  
Facsimile: +689 40 428 608  
Address: BP 9100, Motu Uta, Papeete, Tahiti, 98715, French Polynesia  
Email: general@amfu.pf  
Website: www.amfu.pf

Contact: **Mr Bud Gilroy** +689 87 796 605 (Mobile)  
bgilroy@amfu.pf

# Portugal

## Funchal

Blatas, LDA

Telephone: +351 291 200 640  
Facsimile: +351 291 226 403  
Address: Avenida Zarco 2, P.O. Box 408, Funchal, Madeira, 9001-956, Portugal

Email: info@blandyshipping.com  
Website: www.blandyshipping.com

Contact: **Mr Hugo Ferreira** +351 291 200 647  
+351 966 271 610 (Mobile)  
h.ferreira@blandyshipping.com  
**Mr Dimas Almada** +351 969 459 893 (Mobile)  
d.almada@blandyshipping.com

Alternative fax number: +351 291 233 909

## Leixoes

Pinto Basto Comercial Lda.

Telephone: +351 22 999 4334  
Facsimile: +351 22 996 7387  
Address: Rua Dr. Francisco Sá. Carneiro 336-R/C, Leca da Palmeira, Matosinhos, Leixoes, 4450 676, Portugal

Email: piportugal@pintobasto.com  
Website: www.pintobasto.com

Contact: **Mrs Maria Ribeiro** +351 919 370 541 (Mobile)  
maria.helena@pintobasto.com  
**Mr Joao Azeredo** +351 22 996 4335  
+351 912 231 134 (Mobile)  
joao.azeredo@pintobasto.com

## Lisbon

Pinto Basto Comercial, Lda.

Telephone: +351 213 230 400  
Facsimile: +351 213 471 231  
Address: Av. 24 de Julho, 1-D, Lisbon, 1200-478, Portugal  
Email: piportugal@pintobasto.com

Contact: **Ms Vera Mexia** +351 918 774 599 (Mobile)  
vera.mexia@pintobasto.com  
**Mr Lino Carrilho** +351 917 235 994 (Mobile)  
lino.carrilho@pintobasto.com

# Portugal continued

## Lisbon

Medeiros Cosme  
(Lawyers)

Telephone: +351 213 145 115  
Address: Av. Antonio Augusto de Aguiar, No. 24 – 6th Floor, Lisbon,  
1050-016, Portugal  
Email: medeiroscosme@mail.telepac.pt  
Contact: **Mr Jose Medeiros Cosme** +351 214 523 282 (Home)  
24 hours emergency phone number: +351 916 255 763

## Puerto Rico

### San Juan

Jimenez, Graffam & Lausell  
(Lawyers)

Telephone: +1 787 767 1030  
Facsimile: +1 787 751 4068  
Address: Midtown Building, Fourth Floor, 420 Ponce de León Avenue,  
San Juan, 00918 3405, Puerto Rico  
Email: info@jgl.com  
Contact: **Mr M Rodriguez-Bird** +1 787 755 6913 (Home)  
+1 787 381 7917 (Mobile)  
mrodriguez@jgl.com  
**Mr R Rivera-Morales** +1 787 790 7155 (Home)  
+1 787 510 8090 (Mobile)  
rrivera@jgl.com  
**Mr Edward Vega-Lopez** +1 787 430 4138 (Mobile)  
evega@jgl.com  
**Mr Jorge Blasini** +1 787 644 1901 (Mobile)  
jblasini@jgl.com

## Qatar

### Doha

Charles Taylor Adjusting  
Qatar W.L.L.

Telephone: +974 4436 8254  
Facsimile: +974 4441 0705  
Address: P.O. Box 22521, Doha, Qatar  
Contact: **Capt Himanshu Marwaha** +974 6600 9361 (Mobile)  
himanshu.marwaha@ctplc.com  
**Mr Chris Wylie** +974 5511 0684 (Mobile)  
chris.wylie@ctplc.com

## Doha

Gulf Agency Co. (Qatar) W.L.L.

Telephone: +974 4420 5600  
Facsimile: +974 4420 5601  
Address: P.O. Box 6534, 7th Floor Al Jaidah Square, Airport Road,  
Umm Ghuwailina, Zone 27, Doha, Qatar  
Email: claims.qatar@gac.com

Contact:	<b>Mr Anil Pathirana</b>	+974 4420 5654 +974 5580 5192 (Mobile) anil.pathirana@gac.com
	<b>Mr Zackaria Mathew</b>	+974 4420 5669 +974 5581 9861 (Mobile) zackaria.mathew@gac.com
	<b>Mr Sudhir Jai</b>	+974 4420 5650 +974 5553 4278 (Mobile) sudhir.jai@gac.com
	<b>Mr Daniel Nordberg</b>	+974 4420 5888 +974 5550 3104 (Mobile) daniel.nordberg@gac.com

Please contact Regional Manager Mrs Meena Mathews for any urgent matter  
meena.mathews@gac.com +971 50 653 5762

## Reunion Island

### Port Reunion

Indoceanic Services Ltd.

Telephone: +262 262 438 585  
Address: 17 Rue Roland Hoareau, B.p 10186, Le Port Cedex, Le Port,  
97825, Reunion Island  
Email: indoceanic@wanadoo.fr  
isles@indoceanic.com  
Website: www.indoceanic.com

Contact:	<b>Ms Dominique Thomson</b>	+262 692 017 777 (Mobile)
	<b>Mr Gerard Philippe</b>	+262 692 019 999 (Mobile)
	<b>Mrs Joelle Lauret</b>	+262 692 250 895 (Mobile)

## Romania

### Bucharest

Interservices S.A.

Telephone: +40 21 321 9235  
Facsimile: +40 21 326 9235  
Address: Strada Daniel Barcianu Nr. 4, Bucharest, 030901, Romania  
Email: office@mancas.ro  
Website: www.mancas.ro

Contact:	<b>Mrs Luciana Mancas</b>	+40 722 230 759 (Mobile)
	<b>Mr Gabriel Mancas</b>	+40 722 230 758 (Mobile)
	<b>Mr Vlad Mancas</b>	+40 723 298 226 (Mobile)
	<b>Mrs C Mancas</b>	+40 723 200 948 (Mobile)
	<b>Mrs Manuela Dumitru</b>	+40 745 605 364 (Mobile)
	<b>Mr Gabriel Ciutu</b>	+40 744 568 028 (Mobile)

Alternative office number +40 21 323 9235. Alternative office fax number: +40 21 320 4066

# Romania continued

## Constantza

Interservices S.A.

Telephone: +40 241 611 644  
Facsimile: +40 241 611 644  
Address: Str. Revolutiei din 22, Decembrie 1989 No. 41, Bloc SNC, Etaj 2,  
Ap. 31, Constantza, 900735, Romania  
Email: constantza@mancas.ro  
Website: www.mancas.ro

Contact:	<b>Mr Laurentiu Badila</b>	+40 241 616 543 +40 341 441 539 (Home) +40 745 764 629 (Mobile)
	<b>Capt Spiridon Timofte</b>	+40 241 616 507 +40 241 736 123 (Home) +40 744 625 379 (Mobile)
	<b>Mr Gabriel Tudorache</b>	+40 241 744 075 (Home) +40 744 656 604 (Mobile)

Alternative office number: +40 241 616 543/+40 241 616 507.  
Alternative office fax number: +40 241 616 507

Kalimbassieris Maritime Srl.

Telephone: +40 241 693 750  
Facsimile: +40 241 693 700  
Address: 67 Zorelelor Street, Constantza, 900553, Romania  
Email: constantza@kalimbassieris.com  
Website: www.kalimbassieris.com

Contact:	<b>Mr Antonios Kalmoukis</b>	+40 723 313 620 (Mobile) a.kalmoukis@kalimbassieris.com
	<b>Mr Cristian Serban</b>	+40 723 313 618 (Mobile)
	<b>Mr Cristian Ciocan</b>	+40 723 313 625 (Mobile)

24 hours emergency number: +40 723 313 619

## Galatz

Interservices S.A.

Telephone: +40 236 462 603  
Facsimile: +40 236 461 707  
Address: Strada Traian No. 5, Bloc C5, Scara 2, Apt. 21, Galatz,  
800049, Romania  
Email: galatz@mancas.ro  
Website: www.mancas.ro

Contact:	<b>Mr S Bivolaru</b>	+40 336 805 810 (Home) +40 745 616 457 (Mobile)
	<b>Mr Devy Buescu</b>	+40 738 742 713 (Mobile)

Alternative office number: +40 236 463 759

# Russia

## Arkhangelsk

### Ships & People

Telephone: +7 8182 698 440  
Facsimile: +7 8182 698 440  
Address: Office 89, 31/2 Voronina Street, Archangel, 163057, Russia  
Email: archangel@ships.ru  
Website: www.ships.ru

Contact:	<b>Mr Y Shpyakin</b>	+7 921 241 0130 (Mobile)
	<b>Eng S Kalanin</b>	+7 921 492 8625 (Mobile)
	<b>Mr G Popov</b>	+7 921 600 7079 (Mobile)

24 hours emergency phone number: +7 921 935 8234

## Astrakhan

See Novorossysk

## Kaliningrad

### Pandi Services East

Telephone: +7 4012 916 528  
Facsimile: +7 4012 916 583  
Address: 38 Ogareva Street, Kaliningrad, 236010, Russia  
Email: pandi@038.ru

Contact:	<b>Capt Sergey Balabanov</b>	+7 906 237 9800 (Mobile) sbalab@038.ru
	<b>Ms Daria Kovalenko</b>	+7 906 213 5064 (Mobile)

## Moscow

### CIS Pandi Services

Telephone: +7 499 702 50 07  
Facsimile: +7 499 702 50 07  
Address: 56 Biryulyovskaya Street, Building 2, Office 205-1, Moscow, 115547, Russia  
Email: moscow@cispandi.com

Contact:	<b>Ms Anna Kotik</b>	+7 905 246 0550 (Mobile)
	<b>Mr Andrey Golushko</b>	+7 916 997 1874 (Mobile)

### Jurinflot International Law Firm (Lawyers)

Telephone: +7 495 792 5701  
Facsimile: +7 495 792 5700  
Address: Taganskaya Street, 17-23, P.O. Box 60, Moscow, 109147, Russia  
Email: jurin@jurinflot.ru

Contact:	<b>Ms Natalia Usanova</b>	+7 916 613 5822 (Mobile) natalia.usanova@jurinflot.ru
	<b>Ms Anastasiya Meshcheryakova</b>	+7 968 735 4153 (Mobile) tvm@jurinflot.ru
	<b>Mr Timofey Aleshkin</b>	+7 916 333 4950 (Mobile) tva@jurinflot.ru

# Russia continued

## Novorossiysk

CIS Pandi Services  
South Russia Ltd

Telephone: +7 861 771 1533  
Facsimile: +7 861 771 1533  
Address: 95 Fabritchnaya Street, Novorossiysk, 353923, Russia  
Email: novo@cispandi.ru

Contact:	<b>Mr Oleg Shashkin</b>	+7 988 762 7563 (Mobile) oleg.shashkin@cispandi.ru
	<b>Mr Denis Shashkin</b>	+7 861 762 8843 +7 988 343 4592 (Mobile) denis.shashkin@cispandi.ru

## St. Petersburg

Falcon P&I Ltd.

Telephone: +7 812 714 9069  
Address: Prospect Veteranov 109-1-140, St. Petersburg, 198261, Russia  
Email: falconpandi@mail.ru

Contact:	<b>Mr Igor Sokolov</b>	+7 911 217 1518 (Mobile)
	<b>Mr Ilya Sokolov</b>	+7 950 009 6467 (Mobile)

After office hours phone number: +7 812 755 9044

Pandi Services East

Telephone: +7 812 320 9846  
Facsimile: +7 812 320 8310  
Address: Stachek Prospect 48, Office 206, St. Petersburg, 198097, Russia  
Email: pandi@mail.wplus.net

Contact:	<b>Mr Sergey Somko</b>	+7 911 139 5870 (Mobile) pandi@mail.wplus.net
	<b>Ms Maria Zakharova</b>	+7 921 967 7268 (Mobile)
	<b>Mr Denis Kurochkin</b>	+7 921 969 6272 (Mobile)

## Taman

AXIS Ltd

Telephone: +7 989 771 8639  
Address: 9, Beregovaya Street, Volna Village, Temryuk, 353556, Russia  
Email: claims@axismaritime.com  
Website: www.axismaritime.com

Contact:	<b>Mr Vladimir Belyaev</b>	+7 988 673 5080 (Mobile)
	<b>Mr Ruslan Myts</b>	+7 989 771 8640 +7 918 453 0803 (Mobile)

## Vladivostok

CIS Pandi Services

Telephone: +7 4232 431 865  
Facsimile: +7 4232 431 865  
Address: 58 Partizansky Prospect, Apt. 404, Vladivostok, 690002, Russia  
Email: vladivostok@cispandi.com

Contact:	<b>Mr Oleg Onoprienko</b>	+7 4232 701 403 (Mobile)
	<b>Mr Sergey Polonskiy</b>	+7 4232 462 403 (Home) +7 4232 735 833 (Mobile)

In case of difficulty call CIS head office in Cyprus on: +357 25 763 340



# Samoa, American

## Pago Pago

Mooney Wieland Smith  
& Rose PLLC  
(Lawyers)

Telephone:	+1 684 699 2100
Facsimile:	+1 684 699 2105
Address:	P.O. Box 3501, Pago Pago, AS 96799, American Samoa
Contact:	<b>Mr Barry Rose</b> +1 684 258 2100 (Mobile) barry.rose@mwsrose.com
	<b>Mr Craig Miller</b> +1 684 258 8073 (Mobile) craig.miller@mwsrose.com
	<b>Mr David Vargas</b> +1 684 258 2102 (Mobile) david.vargas@mwsrose.com

# Saudi Arabia, Kingdom of

## Dammam

Mutual Marine Services  
Al Mushtaraka Ltd.

Telephone:	+966 13 826 8326
Facsimile:	+966 13 827 5342
Address:	Al-Zakir Bokhari Building – Al Thobaishi, P.O. Box 8972, Dammam, 31492, Kingdom of Saudi Arabia
Email:	claims.dammam@mushtaraka.com
Contact:	<b>Mr Syed Nizamuddin Ahmed</b> +966 50 584 0518 (Mobile) nizamuddin@mushtaraka.com
	<b>Mr Ingo-Roger von Pereira</b> +971 56 538 1435 (Mobile) ingo.vonpereira@mushtaraka.com
	<b>Mr Ibrahim Al Askary</b> +966 50 680 1565 (Mobile) ibrahim.alaskary@mushtaraka.com
	<b>Mr Ali Abdullatif</b> +966 50 499 0865 (Mobile) ali.alatif@mushtaraka.com

Alternative office number: +966 13 826 7201

## Jeddah

Mutual Marine Services  
Al Mushtaraka Ltd.

Telephone:	+966 12 652 2666
Facsimile:	+966 12 652 1944
Address:	3rd Floor, Saudi Business Centre, Medina Road, P.O. Box 12635, Jeddah, 21483, Kingdom of Saudi Arabia
Email:	claims@mushtaraka.com
Contact:	<b>Capt Larry Heron</b> +966 504 667 728 (Mobile) larry.heron@mushtaraka.com
	<b>Mr Hassan Omar</b> +966 567 774 277 (Mobile) hassanomar@mushtaraka.com
	<b>Mr Fahd Baqis</b> +966 566 221 788 (Mobile) fahd.baqis@mushtaraka.com

# Saudi Arabia, Kingdom of continued

## Ras Tanura

Gulf Agency Company  
Saudi Arabia

Telephone: +966 3 667 2240  
Facsimile: +966 3 667 2248  
Address: P.O. Box 72, Ras Tanura, 31941, Kingdom of Saudi Arabia  
Email: [claims.saudiarabia@gac.com](mailto:claims.saudiarabia@gac.com)

Contact:	<b>Mr Fadi Alabandi</b>	+966 541 477 704 (Mobile) <a href="mailto:fadi.alabandi@gac.com">fadi.alabandi@gac.com</a>
	<b>Mr Mustufa Mohammed</b>	+966 550 952 451 (Mobile) <a href="mailto:mustufa.mohammed@gac.com">mustufa.mohammed@gac.com</a>
	<b>Mr Tryggve Bengtsson</b>	+966 138 328 762 +966 598 817 011 (Mobile) <a href="mailto:tryggve.bengtsson@gac.com">tryggve.bengtsson@gac.com</a>

## Senegal

### Dakar

T.C.I. (Africa)

Telephone: +221 33 849 1399  
Facsimile: +221 33 823 5019  
Address: 5 Avenue Georges Pompidou, B.P. 2540, Dakar, Senegal  
Email: [tci-dakar@tci-africa.com](mailto:tci-dakar@tci-africa.com)  
Website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com)

Contact:	<b>Mr N Faye</b>	+221 77 332 7215 (Mobile) <a href="mailto:n.faye@tci-africa.com">n.faye@tci-africa.com</a>
----------	------------------	---

In case of difficulty, contact managers' agents Eltvedt & O'Sullivan in Marseille – 24 hours duty officer emergency number: +33 6 2573 0808, or after office hours S Webster: +33 613 621 389/  
B Giraud: +33 613 175 584 and copy all emails to [mail@eltvedtosullivan.com](mailto:mail@eltvedtosullivan.com),  
or consult website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com) for full details of emergency contact numbers.  
For new instructions please copy all emails to [mail@eltvedtosullivan.com](mailto:mail@eltvedtosullivan.com)

### Budd Senegal

Telephone: +221 33 821 3722  
Facsimile: +221 33 821 3911  
Address: 4 Rue Mage X Parchappe, 3rd Floor, BP 23048, Dakar, Senegal  
Email: [budd.senegal@budd-pni.com](mailto:budd.senegal@budd-pni.com)/[budd.cape-verde@budd-pni.com](mailto:budd.cape-verde@budd-pni.com)  
Website: [www.budd-pni.com](http://www.budd-pni.com)

Contact:	<b>Ms Elisabeth N'Diaye</b>	+221 77 637 4195 (Mobile) <a href="mailto:elisabeth.ndiaye@budd-pni.com">elisabeth.ndiaye@budd-pni.com</a>
	<b>Mr Samba Fall</b>	+221 77 636 5558 (Mobile) <a href="mailto:samba.fall@budd-pni.com">samba.fall@budd-pni.com</a>

In case of emergency or communication difficulties contact the Budd Group emergency number: +33 184 880 841 and copy all emails to [general.marseille@budd-pni.com](mailto:general.marseille@budd-pni.com)

# Seychelles

## Mahe

Hunt, Deltel & Co. Ltd.

Telephone: +248 4 380 300  
Facsimile: +248 4 225 367  
Address: Trinity House, Albert Street, P.O. Box 14, Victoria,  
Mahe, Seychelles  
Email: hundel@seychelles.net  
Website: www.hunt-deltel.com

Contact:	<b>Mr V Didon</b>	+248 4 355 184 (Home) +248 2 525 823 (Mobile) vincent.didon@hunt-deltel.com
	<b>Mr Jonathan Houareau</b>	+248 2 531 235 (Mobile) jonathan.houareau@hunt-deltel.com
	<b>Mr Christophe Houareau</b>	+248 2 421 421 +248 2 513 475 (Mobile) christophe.houareau@hunt-deltel.com

# Sierra Leone

## Freetown

Africa Marine Services  
(Sierra Leone)

Telephone: +232 22 7731 6763  
Address: c/o West Africa Marine P&I (SL) Limited, Port Office, Q.E. 11 Port,  
Freetown, Sierra Leone  
Email: africamarine@aol.com  
Website: www.africamarineserv.com

Contact: **Mr A Williams** +232 22 7660 2813 (Mobile)

24 hours London contact number: +44 207 613 0131, email: africamarine@aol.com

# Singapore

## Singapore

Charles Taylor Mutual  
Management (Asia) Pte. Limited

Telephone: +65 6506 2896  
Facsimile: +65 6221 1082  
Address: 140 Cecil Street, #16-00 PIL Building, Singapore,  
069540, Singapore  
Email: pandi.singapore@ctplc.com

Contact:	<b>Mr Rupert Banks</b>	+65 9624 5797 (Mobile) rupert.banks@ctplc.com
	<b>Mr Shang Doe Shim</b>	+65 6506 2884 +65 9727 7519 (Mobile) shangdoe.shim@ctplc.com
	<b>Mr Jason Wee</b>	+65 6506 2875 +65 9296 5850 (Mobile) jason.wee@ctplc.com
	<b>Ms Nicole Lian</b>	+65 6506 2857 +65 9661 2510 (Mobile) niccole.lian@ctplc.com

24 hours telephone: +65 6506 2800

# Slovenia

## Koper

IBC & Co. Ltd. Koper

Telephone: +386 5 631 4702  
Facsimile: +386 5 631 4703  
Address: Ferrarska Ulica 10, Koper, SI-6000, Slovenia  
Email: info@ibc-co.eu

Contact:	<b>Mr Jaka Sotlar</b>	+386 40 464 166 (Mobile) jaka.sotlar@ibc-co.eu
	<b>Mr Marko Zovko</b>	+386 70 756 667 (Mobile) marko.zovko@ibc-co.eu
	<b>Mr J Maglica</b>	+386 70 601 198 (Mobile) puskin@ibc-co.eu

# Somalia

## Berbera

Omer Ali Dualeh & Co.

Telephone: +252 274 0186  
Facsimile: +252 257 2035  
Address: Commercial Street, P.O. Box 144, Berbera, Somalia  
Email: omaarco@yahoo.com

Contact:	<b>Mr Abdulkadir Ali</b>	+252 2447 1058 (Mobile)
	<b>Mr O Ali Dualeh</b>	+252 2442 7016 (Mobile)
	<b>Mr Ali Omer</b>	+252 2444 6096 (Mobile)

## Mogadishu

Omer Ali Dualeh & Co.

Telephone: +252 121 5635  
Facsimile: +252 257 2036  
Address: 1st July Street, P.O. Box 126, Mogadishu, Somalia  
Email: omaarco2@yahoo.com

Contact:	<b>Mr Abdulkadir Ali</b>	+252 2447 1058 (Mobile)
	<b>Mr Omer Dualeh</b>	+252 2442 7016 (Mobile)
	<b>Mr Sid Mohamed</b>	+252 6157 77714 (Mobile)

# South Africa

## Cape Town

P&I Associates (Pty) Ltd.

Telephone: +27 21 425 4924  
Facsimile: +27 21 421 1423  
Address: Unit 1B, Foregate Square, 1 Heerengracht Street,  
Table Bay Boulevard, Cape Town, 8001, South Africa  
Email: pict@pandi.co.za  
Website: www.pandi.co.za

Contact:	<b>Mr Garth Hansen</b>	+27 83 283 3493 (Mobile) hanseng@pandi.co.za
	<b>Mr Neil Chetty</b>	+27 83 250 3381 (Mobile)

24 hours duty surveyor phone number: +27 83 255 6994

---

## Cape Town

Edward Nathan Sonnenbergs  
(Lawyers)

Telephone: +27 21 410 2500  
Facsimile: +27 21 410 2555  
Address: 1 North Wharf Square, Lower Loop Street, Foreshore, Cape Town,  
8001, South Africa  
Email: info@ensafrica.com

Contact: **Mr Michael Tucker** +27 21 410 2560  
+27 82 788 0145 (Mobile)  
mtucker@ensafrica.com

**Ms Jacqui Kaufmann** +27 21 410 2758  
+27 82 788 0244 (Mobile)  
jkaufmann@ensafrica.com

---

## Durban

P&I Associates (Pty) Ltd.

Telephone: +27 31 301 1102  
Facsimile: +27 31 301 7110  
Address: 29th Floor, Durban Bay House, 333 Anton Lembede Street  
(Smith Street), Durban, 4001, South Africa  
Email: pidurban@pandi.co.za  
Website: www.pandi.co.za

Contact: **Mr Michael Heads** +27 31 207 2394  
+27 83 453 4899 (Mobile)  
headsm@pandi.co.za

**Mr Jason Hossack** +27 83 303 1549 (Mobile)

**Mr Dave Macdonald** +27 83 253 0170 (Mobile)

**Mr Vishal Prajaj** +27 83 441 5685 (Mobile)  
pragrajv@pandi.co.za

---

24 hours emergency phone number: +27 83 250 3398

Shepstone & Wylie  
(Lawyers)

Telephone: +27 31 575 7000  
Facsimile: +27 31 575 7300  
Address: 24 Richefond Circle, Ridgeside Office Park, Umhlanga Rocks,  
Durban, 4319, South Africa  
Email: pandilaw@wylie.co.za

Contact: **Mr S Dwyer** +27 31 561 2296  
+27 82 443 7653 (Mobile)  
dwyer@wylie.co.za

**Mr Krish Reddy** +27 31 403 9018  
+27 82 443 7654 (Mobile)  
reddy@wylie.co.za

**Mr Quintus Van Der Merwe** +27 31 563 9829  
+27 82 466 5062 (Mobile)  
qvdm@wylie.co.za

**Mr Tony Edwards** +27 31 573 1093  
+27 82 414 5670 (Mobile)  
edwards@wylie.co.za

---

# South Africa continued

## East London

Drake, Flemmer & Orsmond  
(E.L.) Inc.  
(Lawyers)

Telephone: +27 43 722 4210  
Facsimile: +27 43 722 1555  
Address: Tewkesbury House, 22 St. James Road, Southernwood,  
P.O. Box 44, East London, 5200, South Africa  
Contact: **Mr Richard Jardine** +27 82 496 0485 (Mobile)  
richard@drakefo.co.za

## Port Elizabeth

Bowman Gilfillan Inc.  
(Lawyers)

Telephone: +27 41 373 3640  
Facsimile: +27 41 373 2296  
Address: 46 Roosevelt Road, Glendinningvale, Port Elizabeth,  
6001, South Africa  
Website: www.bowmanslaw.com  
Contact: **Mr Craig Cunningham** +27 21 480 7801  
+27 21 794 1890 (Home)  
+27 82 806 6001 (Mobile)  
craig.cunningham@bowmanslaw.com  
**Mr Jeremy Prain** +27 21 480 7811  
+27 21 683 8288 (Home)  
+27 72 596 7658 (Mobile)  
jeremy.prain@bowmanslaw.com  
**Mr Andrew Pike** +27 31 764 1518 (Home)  
+27 83 295 3925 (Mobile)  
andrew.pike@bowmanslaw.com  
**Mr Mark van Velden** +27 82 461 6256 (Mobile)  
mark.vanvelden@bowmanslaw.com

24 hours emergency contact number: +27 21 480 7920

## Richards Bay

P&I Associates (Pty) Ltd.

Telephone: +27 35 797 9040  
Address: Chisholm Park, Suite 3, 1/6 Northmoor Road,  
Richards Bay Harbour, Richards Bay, 3900, South Africa  
Email: pirbay@pandi.co.za  
Website: www.pandi.co.za  
Contact: **Mr Roy Carby-Thompson** +27 83 448 7787 (Mobile)

All mail to: P.O. Box 1478, Richards Bay, 3900, South Africa. After office hours: Call Durban mobile duty number: +27 83 250 3398

Shepstone & Wylie  
(Lawyers)

Telephone: +27 35 780 7250  
Facsimile: +27 35 789 6404  
Address: Calypso Centre, Suite 27, 2 Kruger Road, P.O. Box 1705,  
Richards Bay, 3900, South Africa  
Contact: **Mr B Morkel** +27 82 561 5135 (Home)  
morkel@wylie.co.za  
**Mr Allan Heydorn** +27 83 440 6502 (Mobile)  
heydorn@wylie.co.za

# South Korea

## Busan

HS Corporation

Telephone: +82 51 463 6551  
Facsimile: +82 51 462 3492  
Address: 7th Floor, Dongju Building, 5, Jungang-daero 42beon-gil, Jung-gu, Busan, South Korea  
Email: busan@hssna.co.kr

Contact:	<b>Mr JD Jang</b>	+82 10 3562 5042 (Mobile)
	<b>Mr SK Choi</b>	+82 10 8904 8304 (Mobile)
	<b>Mr MS Choi</b>	+82 10 9420 2924 (Mobile)

## Incheon

HS Corporation

Telephone: +82 32 882 9010  
Facsimile: +82 32 887 8806  
Address: Room No. 813, Jeongseok New Building, 366, Seohae-daero, Jung-gu, Incheon, South Korea  
Email: incheon@hssna.co.kr

Contact:	<b>Mr MJ Nam</b>	+82 32 472 4795 (Home)
		+82 10 3720 5114 (Mobile)
	<b>Mr YS Bag</b>	+82 10 5328 2143 (Mobile)

## Seoul

HS Corporation

Telephone: +82 2 776 4319  
Facsimile: +82 2 771 7150  
Address: Room No. 922-923, 9th Floor, ScienStar Building, 774-9, Magok-dong, Gangseo-gu, Seoul, 07802, South Korea  
Email: seoul@hssna.co.kr

Contact:	<b>Mr KB Song</b>	+82 2 752 2963
		+82 31 603 7442 (Home)
		+82 10 8786 6248 (Mobile)
	<b>Mr JH Han</b>	+82 2 752 2963
		+82 10 4757 8086 (Mobile)
	<b>Mr HS Ku</b>	+82 2 752 2963
		+82 10 8732 2439 (Mobile)

## Ulsan

HS Corporation

Telephone: +82 52 227 0826  
Address: 2nd Floor, 269, Jangsaengpogorae-ro, Nam-gu, Ulsan, South Korea  
Email: ulsan@hssna.co.kr  
Website: www.hssna.co.kr

Contact:	<b>Mr HS Park</b>	+82 10 8624 2087 (Mobile)
----------	-------------------	---------------------------

# Spain

## Algeciras

Marinsur, S.L.

Telephone: +34 956 58 96 38  
Facsimile: +34 956 66 46 86  
Address: Av. Capitán Ontañón, s/n, Edif. Plaza Mayor – Oficinas, Algeciras, 11202, Spain  
Email: info@marinsur.com  
Website: www.marinsur.com

Contact:	<b>Mr Felix Patino</b>	+34 609 83 15 82 (Mobile) fpatino@marinsur.com
	<b>Capt Jose Colomina</b>	+34 609 83 15 92 (Mobile) jcolomina@marinsur.com

## Almeria

Hijo De Alfredo Rodriguez Ltda.

Telephone: +34 950 24 30 44  
Facsimile: +34 950 23 49 06  
Address: Muelle Ribera-Poniene, S/N, Nave de J. Ronco & Cia, S.L., Puerto de Almeria, Almeria, 04002, Spain  
Email: info@alfredorodriguez.es  
Website: www.alfredorodriguez.es

Contact:	<b>Mr Luis Durban</b>	luisdurban@alfedorodriguez.es
----------	-----------------------	-------------------------------

## Barcelona

Hispania P&I Correspondents  
Land & Sea, S.L.

Telephone: +34 93 268 1853  
Address: Jonqueres 18, 8<sup>o</sup>B, Barcelona, 08003, Spain  
Email: barcelona@pandihispania.com  
Website: www.pandihispania.com

Contact:	<b>Mr James Mckinnell</b>	+34 93 268 4701 +34 670 458 646 (Mobile) james.mckinnell@pandihispania.com
	<b>Ms Rosana Velasco</b>	+34 93 268 0555 +34 670 458 642 (Mobile) rosana.velasco@pandihispania.com
	<b>Ms Ana Escanilla</b>	+34 93 310 1475 +34 637 217 151 (Mobile) ana.escanilla@pandihispania.com

Medpandi S.L. (Barcelona)

Telephone: +34 93 706 1233  
Facsimile: +34 96 111 8478  
Address: c/Consell de Cent, 329-02-01, Barcelona, 08007, Spain  
Email: medpandi@medpandi.com

Contact:	<b>Ms Cristina Martinez Ribas</b>	+34 626 197 491 (Mobile) cristina@medpandi.com
	<b>Mr Joan Giner</b>	+34 96 330 0139 +34 96 206 5613 (Home) +34 637 300 179 (Mobile) giner@medpandi.com



---

## Bilbao

Agencia Maritima Ibernor, S.L

Telephone: +34 94 479 4390  
Address: Str. Bertendona, 4 – 5th Fl., Bilbao, 48008, Spain  
Email: ibernor@ibernor.eu  
Website: www.ibernor.es

Contact: **Capt Javier Apraiz** +34 659 948 460 (Mobile)  
javier.apraiz@ibernor.eu

**Ms Yolanda Acha** +34 687 559 461 (Mobile)  
yolanda.acha@ibernor.eu

Agencia Maritima Artiach  
Zuazaga S.L.

Telephone: +34 94 423 6661  
Facsimile: +34 94 423 7973  
Address: P° Campo Volantin no. 24 Pral, Bilbao, 48007, Spain  
Email: amazsa@amazsa.com  
Website: www.amazsa.com

Contact: **Mr Sebastian Sainz** +34 94 464 7928 (Home)  
+34 609 425 566 (Mobile)  
ssainz@amazsa.com

**Mr Fernando Sainz** +34 64 846 7802 (Home)  
+34 629 530 281 (Mobile)  
fsainz@amazsa.com

**Mr Daniel Tabernero** +34 61 923 8851 (Home)  
+34 699 068 463 (Mobile)  
dtabernero@amazsa.com

**Capt J Delgado** +34 94 676 0032  
+34 699 940 377 (Mobile)  
jdelgado@amazsa.com

---

## Cadiz

MacPherson Marine Surveyors

Telephone: +34 956 808 023  
Facsimile: +34 956 212 656  
Address: Fermin Salvochea 4, Cadiz, 11004, Spain  
Email: info@macphersoncadiz.com

Contact: **Mr J MacPherson** +34 956 873 508  
+34 659 750 184 (Mobile)  
jmacpherson@macphersoncadiz.com

**Ms Jane Keith** +34 638 355 827 (Mobile)

**Mr Pedro Mieres** +34 638 548 609 (Mobile)  
pmieres@macphersoncadiz.com

---

## Ceuta

Maritima Del Estrecho  
Ceuta S.A.

Telephone: +34 956 524 484  
Facsimile: +34 956 922 930  
Address: c/o Alcalde Sanchez Prado 6, 2nd 51001, Ceuta, Spain

Contact: **Mr Francisco Ramos** +34 629 533 276 (Mobile)  
ceuta@maritima-shipping.com

# Spain continued

## Gijon

C. Velasco SL

Telephone: +34 98 535 4643  
Facsimile: +34 98 535 5310  
Address: Calle Alvarez Garaya 13, 1-D, Gijon, 33206, Spain  
Email: general@casimirovelasco.com  
Contact: **Mr Casimiro Ayesta** +34 985 342 557 (Home)  
+34 600 593 834 (Mobile)  
cgayesta@casimirovelasco.com

## Huelva

Hijo de Fernando Suarez

Telephone: +34 959 874 333  
Address: Calle Juan Manuel Duran No. 3, Piso 3 Puerta Derecha, Huelva, 21006, Spain  
Email: mail@hifesu.com  
Contact: **Mr J Fernandez** +34 625 344 413 (Mobile)  
**Mr R Nieto** +34 639 187 799 (Mobile)

## La Coruna

Rubine E Hijos S.L.

Telephone: +34 981 173 217  
Facsimile: +34 981 173 712  
Address: Muelle de San Diego s/n, P.O. Box 174, La Coruna, 15080, Spain  
Email: pandi@rubine.net  
Website: www.rubine.net  
Contact: **Mr S Niederle** +34 670 762 209 (Mobile)  
**Mr L del Moral** +34 670 497 170 (Mobile)

Servicios de Investigacion  
Maritimos SL

Telephone: +34 981 216 165  
Facsimile: +34 981 208 108  
Address: Estrecha de San Andres 20-2, La Coruna, 15003, Spain  
Email: pandi@acsim.es  
Contact: **Capt Aniceto Cabado** +34 670 882 454 (Mobile)  
**Ms Maria Castro** +34 667 432 813 (Mobile)  
**Mr Carlos Mateos** +34 676 187 923 (Mobile)

## Malaga

Thomas Wilson S.L.

Telephone: +34 95 221 2195  
Facsimile: +34 95 221 0158  
Address: Plaza Poeta Alfonso Canales 4, Malaga, 29001, Spain  
Email: admin@thwilson.com  
Website: thomaswilson@vnet.es  
Contact: **Mr T Tuite** +34 670 624 193 (Mobile)  
**Mr M Rico** +34 661 250 163 (Mobile)

## Motril

See Seville

---

## Palamos

Felix Ribera e Hijos S.A.

Telephone: +34 972 314 400  
Facsimile: +34 972 315 450  
Address: Calle Pages Oritz 94, P.O. Box 4, Palamos, 17230, Spain  
Email: info@fribera.es  
Website: www.fribera.es

Contact: **Mr Felix Ribera** +34 610 430 783 (Mobile)

Alternative phone numbers: +34 972 314 404; +34 972 314 666

---

## Palma de Mallorca

Hispania P&I Correspondents  
Land & Sea, S.L.

Telephone: +34 661 273 787  
Address: Avenida Gabriel Roca, 37 Local C (Paseo Maritimo),  
07014 Palma de Mallorca, Spain  
Email: balears@pandihispania.com

Contact: **Mr James Mckinnell** +34 670 458 646 (Mobile)  
james.mckinnell@pandihispania.com

**Ms Rosanna Velasco** +34 670 458 642 (Mobile)  
rosana.velasco@pandihispania.com

**Mr Miguel Arcos** +34 600 504 924 (Mobile)

---

## Santander

Modesto Pineiro Consignaciones  
y Agencias SL

Telephone: +34 942 220 000  
Facsimile: +34 942 222 941  
Address: Calderón de la Barca 17 A, 1º dcha, Santander, 39002, Spain  
Email: mpineiro@mpineiro.com  
Website: www.mpineiro.com

Contact: **Mr Modesto Piñeiro Diego** +34 609 118 200 (Mobile)

**Mr Antonio Piñeiro Diego** +34 629 618 393 (Mobile)

---

## Seville

Tablada Pandi Services S.L.

Telephone: +34 95 424 1212  
Facsimile: +34 95 424 1213  
Address: Avda. Reina Mercedes 19C, A-1-3, Seville, 41012, Spain  
Email: sevilla@tabladaservices.com  
Website: www.tabladaservices.com

Contact: **Mr Jeronimo Soriano** +34 95 513 3806 (Home)  
+34 60 720 9997 (Mobile)

**Ms Julia Soriano** +34 68 734 4292 (Mobile)

---

## Spain continued

### Valencia

Medpandi S.L.

Telephone: +34 96 428 6569  
Facsimile: +34 96 111 8478  
Address: c/Salvador Gasull, 01-04, Valencia, 46011, Spain  
Email: medpandi@medpandi.com  
Contact: **Mr Joan Giner** +34 96 330 0139  
+34 96 206 5613 (Home)  
+34 637 300 179 (Mobile)  
giner@medpandi.com

Nimes Espana S.L.

Telephone: +34 96 395 2008  
Facsimile: +34 96 395 4176  
Address: Calle Almirante Cadaso 17-1a, Valencia, 46005, Spain  
Email: pandi@nimes.es  
Contact: **Mr Ian Nicholas** +34 607 310 314 (Mobile)  
**Mr Trevor Nicholas** +34 670 400 622 (Mobile)  
**Dr Julia Nicholas** +34 626 553 597 (Mobile)  
**Ms Magdalena Etcheverria** +34 627 820 370 (Mobile)

### Vigo

Faustino Carceller, S.L.

Telephone: +34 986 430 560  
Facsimile: +34 986 430 785  
Address: Calle Montero Rios 30-1, Vigo, 36201, Spain  
Email: pablo@carceller.com  
Website: www.carceller.com  
Contact: **Mr Pablo Carceller** +34 656 832 140 (Mobile)

## Sri Lanka

### Colombo

Intermarc Services

Telephone: +94 11 258 5544  
Facsimile: +94 11 258 5546  
Address: 30/63 Longdon Place, Colombo, 00700, Sri Lanka  
Email: intermarc@intermarc.lk  
Contact: **Capt Errol Dharmaratne** +94 77 776 0277 (Mobile)  
errol@intermarc.lk  
**Mr Ravi Randeniya** +94 77 776 0279 (Mobile)  
**Mr Chanaka Dharmaratne** +94 77 774 8758 (Mobile)  
chanaka@intermarc.lk

Alternative phone number: +94 11 258 5545

# Sudan

## Port Sudan

Mutual Marine Services &  
Transport Al Mushtaraka Ltd.

Telephone: +249 311 827 656  
Facsimile: +249 311 827 660  
Address: Oriental Building Block No. 14, 1st Floor, Engineering Faculty  
Road, North of Shekan Insurance Building, P.O. Box 1022,  
Port Sudan, Sudan

Email: [claims.sudan@mushtaraka.com](mailto:claims.sudan@mushtaraka.com)

Contact:	<b>Mr Osman Badawi</b>	+249 9123 34920 (Mobile) <a href="mailto:osman.badawi@mushtaraka.com">osman.badawi@mushtaraka.com</a>
	<b>Mr Amir Ahmed</b>	+249 9125 18463 (Mobile) <a href="mailto:amir.hassan@mushtaraka.com">amir.hassan@mushtaraka.com</a>
	<b>Capt Larry Heron</b>	+966 504 667 728 (Mobile) <a href="mailto:larry.heron@mushtaraka.com">larry.heron@mushtaraka.com</a>

# Surinam

## Paramaribo

Cariconsult Suriname NV

Telephone: +597 454 986  
Facsimile: +597 454 760  
Address: J.D. Gompertstraat 115, Paramibo, Surinam  
Email: [group@cconsult.com.bb](mailto:group@cconsult.com.bb)  
Website: [www.steers.com.bb](http://www.steers.com.bb)

Contact: **Mr Michael White** +597 875 7168 (Mobile)

Alternative mobile number (UK): +44 7393 964 001.  
24 hours emergency phone number: +1 246 231 2196

# Sweden

## Gothenburg

P&I Scandinavia AB

Telephone: +46 10 205 1214  
Address: Forsta Langgatan 28 B, 8th floor, Gothenburg, 41327, Sweden  
Email: [info@pandiscan.com](mailto:info@pandiscan.com)

Contact: **Mr Fredrik Lindgren** +46 728 853 812 (Mobile)  
**Ms Daphne Papamatthaiou** +46 793 324 415 (Mobile)

24 hours emergency phone number: +46 102 051 214

## Stockholm

Skarp Stockholm  
Advokatbyrå AB  
(Lawyers)

Telephone: +46 70 371 35 31  
Facsimile: +46 8 454 4401  
Address: Box 5216, Stockholm, 102 45, Sweden  
Website: [www.skarplaw.se](http://www.skarplaw.se)

Contact:	<b>Mr Daniel Brand</b>	+46 70 371 3531 (Mobile) <a href="mailto:daniel.brand@skarplaw.se">daniel.brand@skarplaw.se</a>
	<b>Mr Mattias Widlund</b>	+46 73 510 4462 (Mobile) <a href="mailto:mattias.widlund@skarplaw.se">mattias.widlund@skarplaw.se</a>
	<b>Mr Mats Hesselrud</b>	+46 70 699 6135 (Mobile) <a href="mailto:mats.hesselrud@skarplaw.se">mats.hesselrud@skarplaw.se</a>

# Switzerland

## Geneva

Schellenberg Wittmer  
(Lawyers)

Telephone: +41 22 707 8000  
Facsimile: +41 22 707 8001  
Address: 15 bis. rue des Alpes, P.O. Box 2088, Geneva, 1211, Switzerland  
Email: geneva@swlegal.ch  
Contact: **Mr B Vischer** +41 22 348 2281 (Mobile)

## Syria

### Lattakia

John & Nagib Habeishy  
Law Firm  
(Lawyers)

Telephone: +963 41 461 333  
Facsimile: +963 41 461 332  
Address: Onji Building, 2nd Floor, 8 Azar Street, P.O. Box 132, Lattakia, Syria  
Email: info@habeishylawfirm.com  
Contact: **Mr John Habeishy** +963 933 412 555 (Mobile)  
**Mr Nagib Habeishy** +963 944 656 644 (Mobile)

### Tartous

The Syrian Legal Bureau  
(Lawyers)

Telephone: +963 43 322 899  
Address: Mar Elias St., Tartous, 322899, Syria  
Email: slbureau@yahoo.com  
Contact: **Mr H Khaddour** +963 933 337 644 (Mobile)  
h.khaddour@khaddourco.com  
**Mr Z Yousef** +963 933 411 700 (Mobile)

Elias Marine Consultants

Telephone: +963 43 217 134  
Facsimile: +963 43 217 135  
Address: Yehia & Shaar Building, 3rd Floor, Al Thawra Street, Tartous, Syria  
Email: emco.sy@emco.org  
Website: www.eliasmarine.com  
Contact: **Mr Riad Karam** +357 25 753 536 (Home)  
+963 933 222 537 (Mobile)  
r.karam@emco.org  
**Mrs A Naddour** +963 43 321 161 (Home)  
+963 933 697 550 (Mobile)

24 hours emergency phone number: +357 25 800 999

# Taiwan

## Taipei

Charles Taylor P&I Management  
(Taiwan)

Telephone: +886 2 2700 1471  
Facsimile: +886 2 2700 1441  
Address: 237 Fu Hsing South Road, 12th Floor, Rooms 1205-7, Section 2,  
Taipei, 106, Taiwan  
Email: taipei@ctplc.com  
Website: www.ctplc.com

Contact: **Mr Edmund Chen** +886 2 2660 2887 (Home)  
+886 953 160 997 (Mobile)  
edmund.chen@ctplc.com

**Ms Stephanie Wang** +886 2 2216 1621 (Home)  
+866 936 603 668 (Mobile)  
stephanie.wang@ctplc.com

**Ms Natalia Tsai** +886 2 2640 7362 (Home)  
+886 933 586 144 (Mobile)  
natalia.tsai@ctplc.com

# Tanzania

## Dar es Salaam

Robmarine P&I Services Ltd.

Telephone: +255 22 2700 265  
Facsimile: +255 22 2700 501  
Address: 10 Chato Street, 264 Regent Estate, Dar es Salaam, Tanzania  
Website: www.robmarine.com

Contact: **Mr Alan Sutton** +255 754 304 776 (Mobile)  
alan@robmarine.com

**Mr Emmanuel Thomas** +255 754 317 932 (Mobile)  
emmanuel@robmarine.com

**Mr Joseph Mgya** +255 754 279 638 (Mobile)  
joseph@robmarine.com

**Mr Uhuru Kikwete** +255 784 665 555 (Mobile)  
ukikwete@robmarine.com

In case of communication difficulty contact Michael Robertson +44 7785 734633;  
michael@robmarine.com

# Thailand

## Bangkok

Spica Services (Thailand)  
Limited

Telephone: +662 266 6049  
Facsimile: +662 266 6048  
Address: 15th Floor, Sethiwan Tower, 139 Pan Road, Silom, Bangrak,  
Bangkok, 10500, Thailand  
Email: claims@spica-thailand.com

Contact:	<b>Capt Saroch Sansook</b>	+662 932 0155 (Home) +6681 611 6449 (Mobile) capt.saroch@spica-thailand.com
	<b>Mr Tipakorn Songboonkeaw</b>	+662 542 4558 (Home) +6681 822 5187 (Mobile) tipakorn@spica-thailand.com
	<b>Capt Chiyan Thanapansakul</b>	+662 346 7581 (Home) +6681 823 6712 (Mobile) chaiyan@spica-thailand.com

# Togo

## Lome

Budd Togo  
c/o Groupe GATO

Telephone: +228 22 279 457  
Facsimile: +228 22 279 462  
Address: 06 BP 61088 Lome 06, Lome, Togo  
Email: budd.togo@budd-pni.com

Contact:	<b>Mr Amegnido Koumako Gato</b>	+228 22 216 783 +228 9004 1110 (Mobile) prosper.gato@budd-pni.com
	<b>Ms Pauline Atitso</b>	+228 9108 3236 +228 9009 4975 (Mobile) pauline.atitso@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number:  
+33 184 880 841 and copy all emails to general.marseille@budd-pni.com

# Trinidad & Tobago

## Port of Spain

Teal Pandi & Marine  
Services Limited

Telephone: +1 868 632 0506  
Facsimile: +1 868 633 1688  
Address: 164 Duke of Edinburgh Avenue, Petit Valley, P.O. Box 1407,  
Port of Spain, Trinidad & Tobago  
Email: mail@tealpandi.com

Contact:	<b>Mr Paul Taylor</b>	+1 868 678 8518 (Mobile)
	<b>Ms Amanda Llanos</b>	+1 868 293 9779 (Mobile)
	<b>Ms Lauraine Farrell</b>	+1 868 684 6754 (Mobile)



# Tunisia

## Bizerte

Tunisian International P&I  
Correspondent

Telephone: +216 72 439 506  
Facsimile: +216 72 435 876  
Address: Rue 8 Janvier 1938, Galerie des arts n. 4, 3eme etage BN9,  
Bizerte, 7018, Tunisia  
Email: dg.tipic@tipic.com.tn  
Website: www.tipic.com.tn

Contact:	<b>Mr Makram Mejri</b>	+216 72 532 992 (Home) +216 98 346 743 (Mobile) tipic.bizerte@tipic.com.tn
	<b>Capt Kamel Chalghaf</b>	+216 70 726 020 (Home) +216 98 321 572 (Mobile)

## Gabes

Tunisian International P&I  
Correspondent

Telephone: +216 75 270 115  
Facsimile: +216 75 270 504  
Address: Gabes Centre, BP 49 Centre, Gabes, 6000, Tunisia  
Email: tipic.sfax@tipic.com.tn  
Website: www.tipic.com.tn

Contact:	<b>Mr Jalel Messaoud</b>	+216 74 200 745 (Home) +216 98 337 491 (Mobile)
	<b>Capt Kamel Chalghaf</b>	+216 70 726 020 (Home) +216 98 751 572 (Mobile) kamel.chalghaf@tipic.com.tn

Alternative phone number: +216 75 270 470

## Sfax

Tunisian International P&I  
Correspondent

Telephone: +216 74 298 734  
Facsimile: +216 74 221 400  
Address: Immeuble Marhabo, Centre Inter. Section, Rua Tahar Sfare,  
Aboukacem, Chebbi, Sfax, Tunisia  
Email: tipic.sfax@tipic.com.tn  
Website: www.tipic.com.tn

Contact:	<b>Capt Kamel Chalghaf</b>	+216 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalghaf@tipic.com.tn
	<b>Mr Jalel Messaoud</b>	+216 74 200 745 (Home) +216 98 337 491 (Mobile)

## Sousse

Tunisian International P&I  
Correspondent

Telephone: +216 73 213 740  
Facsimile: +216 73 213 620  
Address: 5 Rue Habib Bourguiba, Immeuble Ghenima Apt. B25, 2nd Floor,  
Sousse, 4002, Tunisia  
Email: tipic.sousse@tipic.com.tn  
Website: www.tipic.com.tn

Contact:	<b>Capt Kamel Chalghaf</b>	+216 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalghaf@tipic.com.tn
	<b>Mr Ali Zrida</b>	+216 94 990 731 (Mobile)

# Tunisia continued

## Tunis

Tunisian International P&I  
Correspondent

Telephone: +216 71 950 641  
Facsimile: +216 71 950 650  
Address: Immeuble Luxor II 2eme etage, Rue 8300 Montplaisir, Tunis,  
1073, Tunisia  
Email: dg.tipic@tipic.com.tn  
Website: www.tipic.com.tn

Contact:	<b>Capt Kamel Chalghaf</b>	+216 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalghaf@tipic.com.tn
	<b>Mr Mehdi Dahen</b>	+216 71 494 997 (Home) +216 98 675 717 (Mobile)
	<b>Mr Khaled Gmati</b>	+216 98 346 749 (Mobile)

Alternative phone numbers: +216 71 950 741 and +216 71 950 721

## McLeans-TMCS

Telephone: +216 71 842 898  
Facsimile: +216 71 785 877  
Address: 106 bis Rue de Palestine, Tunis, 102, Tunisia  
Email: tunmar.claimser@gnet.tn  
Website: www.mcleangroup.fr

Contact:	<b>Mr Maher Miladi</b>	+216 97 666 083 (Mobile)
	<b>Capt Samir Miladi</b>	+216 98 302 557 (Mobile)
	<b>Capt Bechir Bouali</b>	+216 98 321 912 (Mobile)
	<b>Mr Philippe Garo</b>	+33 4 9610 2525 +33 6 0779 2028 (Mobile)

# Turkey

## Iskenderun

Omur Marine Ltd.

Telephone: +90 326 617 7635  
Facsimile: +90 326 613 9737  
Address: Savas Mah, Ataturk Bulvari, Unsal Han, no:10 Kat:4 D:1,  
Iskenderun, Turkey  
Email: omurmarine@omurmarine.com

Contact:	<b>Mr Kadir Dogan</b>	+90 326 618 7620 (Home) +90 532 311 9163 (Mobile) k.dogan@omurmarine.com
----------	-----------------------	--

All correspondence through Istanbul office

---

## Istanbul

Omur Marine Ltd.

Telephone: +90 216 326 9949  
Facsimile: +90 216 326 7838  
Address: Kosuyolu Mahallesi, Kosuyolu Caddesi, Mahmut Yesari Sok.  
No. 45, Kosuyolu, Istanbul, 34718, Turkey  
Email: omurmarine@omurmarine.com

Contact:	<b>Mr Ahmet Can Bozkurt</b>	+90 216 326 7900 +90 532 285 8994 (Mobile) a.canbozkurt@omurmarine.com
	<b>Mr Cagdas Kircali</b>	+90 530 469 4598 (Mobile) c.kircali@omurmarine.com
	<b>Mr M Ersan</b>	+90 531 161 1653 (Mobile) m.ersan@omurmarine.com
	<b>Ms Hilal Er</b>	+90 530 408 0198 (Mobile) h.er@omurmarine.com

Emergency phone number: +90 538 272 127

---

## Izmir

Omur Marine Ltd.

Telephone: +90 232 463 3169  
Facsimile: +90 232 463 2047  
Address: 1740-1 Sok. No. 14 D:5, Karsiyaka, Izmir, 35220, Turkey  
Email: omurmarine@omurmarine.com

Contact:	<b>Capt Haluk Ozorten</b>	+90 232 368 1731 (Home) +90 532 613 8537 (Mobile) h.ozorten@omurmarine.com
----------	---------------------------	--

Emergency phone number: +90 538 272 1273. All correspondence through Istanbul office

---

## Mersin

Omur Marine Ltd.

Telephone: +90 324 232 2953  
Facsimile: +90 324 233 6360  
Address: Nusretiye Mahallesi Uray Cad, Güvenc Is Merkezi, Mersin, Turkey  
Email: omurmarine@omurmarine.com

Contact:	<b>Mr Kadir Dogan</b>	+90 532 311 9163 (Mobile) k.dogan@omurmarine.com
----------	-----------------------	---

Emergency phone number: +90 538 272 1273. All correspondence through Istanbul office

# Ukraine

## Mariupol

Azovloyd Pandi Services Ltd.

Telephone: +380 629 527 004  
Facsimile: +380 629 527 009  
Address: Admirala Lunina Avenue, Building 18, Office 3, Mariupol, 87510, Ukraine  
Email: aps@pandi.com.ua  
Website: www.pandi.com.ua

Contact:	<b>Mr Alexander Nikityuk</b>	+380 676 211 006 (Mobile)
	<b>Mr Dmitriy Filatov</b>	+380 676 252 516 (Mobile)
	<b>Ms Helen Yekhevich</b>	+380 965 397 826 (Mobile)

CIS Pandi Services

Telephone: +380 629 413 364  
Facsimile: +380 629 413 364  
Address: 1 Chernomorskaya Street, Apartment 21, Mariupol, 87517, Ukraine  
Email: mariupol@cispandi.com

Contact:	<b>Mr S Khadzhyskiy</b>	+380 503 286 453 (Mobile)
----------	-------------------------	---------------------------

## Odessa

Dias Marine Consulting PC

Telephone: +380 48 234 6124  
Facsimile: +380 48 237 3873  
Address: 1/20 Marazlievskaya Street, Business Centre, "Shevchenkovskiy", Office 305, Odessa, 65014, Ukraine  
Email: company@dias-co.com  
Website: www.dias-co.com

Contact:	<b>Mr Igor Cherezov</b>	+380 48 740 0042 (Home) +380 67 480 3434 (Mobile)
	<b>Mr Dmitriy Gololobov</b>	+380 48 737 0198 (Home) +380 67 480 4899 (Mobile) gololobov@dias-co.com
	<b>Mr Artyom Nanev</b>	+380 67 484 8656 (Mobile) nanev@dias-co.com

CIS PANDI Services  
(Ukraine) Ltd

Telephone: +380 48 237 6915  
Facsimile: +380 48 234 8328  
Address: 17 Grecheskaya Street, 6th Floor, Odessa, 65026, Ukraine  
Email: odessa@cispandi.com  
Website: www.cispandi.com

Contact:	<b>Mr Pavel Svertilov</b>	+380 67 484 6884 (Mobile)
	<b>Mr Gennadiy Markov</b>	+380 50 316 6536 (Mobile)
	<b>Ms Olga Svertilova</b>	+380 93 233 4962 (Mobile)
	<b>Mrs Nataliia Svertilova</b>	+380 67 486 5771 (Mobile)

# United Arab Emirates

## Abu Dhabi

National Shipping Gulf Agency  
(Abu Dhabi) Ltd LLC

Telephone: +971 2 673 0500  
Facsimile: +971 2 673 1328  
Address: Plot 211, Freeport Area, Mina Zayed, P.O. Box 377, Abu Dhabi,  
United Arab Emirates  
Email: claims.abudhabi@gac.com  
Website: www.gac.com

Contact:	<b>Mr George Mathews</b>	+971 50 454 2918 (Mobile) george.mathews@gac.com
	<b>Mr Gary Mercado</b>	+971 56 538 1428 (Mobile) gary.mercado@gac.com
	<b>Mr Geo Augustine</b>	+971 56 681 2981 (Mobile) geo.augustine@gac.com

## Dubai

Charles Taylor Adjusting

Telephone: +971 4 358 3963  
Facsimile: +971 4 358 3973  
Address: Office 106, Ave Building, Opposite Bur Juman Centre,  
Al Karama Area, P.O. Box 49476, Dubai, United Arab Emirates  
Email: marineclaims.mideast@ctplc.com

Contact:	<b>Capt Omprakash Marayil</b>	+971 56 170 7480 (Mobile) omprakash.marayil@ctplc.com
	<b>Ms Heather Robinson</b>	+971 55 221 6040 (Mobile) heather.robinson@rhl-ct.com
	<b>Mr Shahul Hameed</b>	+971 50 558 2440 (Mobile) shahul.hameed@ctplc.com

Gulf Agency Co. (Dubai) L.L.C.

Telephone: +971 4 881 8090  
Facsimile: +971 4 805 9442  
Address: P.O. Box 17041, Jebel Ali Free Zone, Dubai, United Arab Emirates  
Email: claims.me@gac.com

Contact:	<b>Ms Meena Mathews</b>	+971 4 805 9446 +971 50 653 5762 (Mobile) meena.mathews@gac.com
	<b>Mr George Mathews</b>	+971 4 805 9449 +971 50 454 2918 (Mobile) george.mathews@gac.com
	<b>Mr Gary Mercado</b>	+971 56 538 1428 (Mobile) gary.mercado@gac.com
	<b>Mr Geo Augustine</b>	+971 56 681 2981 (Mobile) geo.augustine@gac.com

# United Arab Emirates continued

## Sharjah

Gulf Agency Co. Sharjah W.L.L.

Telephone: +971 6 5280 070  
Facsimile: +971 6 5281 602  
Address: Al Ghanem Business Center, Office #1105, Corner of Al Arouba & Al Khan Street, Al Majaz 3, P.O. Box 435, Sharjah, United Arab Emirates

Email: [claims.sharjah@gac.com](mailto:claims.sharjah@gac.com)

Contact:	<b>Mr Sumesh Palassery</b>	+971 56 188 5779 (Mobile) <a href="mailto:sumesh.palassery@gac.com">sumesh.palassery@gac.com</a>
	<b>Mr Deepak Ramdas</b>	+971 56 188 5339 (Mobile) <a href="mailto:deepak.ramdas@gac.com">deepak.ramdas@gac.com</a>

In case of difficulty, contact Ms Meena Mathews at Gulf Agency Co. (Dubai) LLC: +971 50 653 5762 or [meena.mathews@gac.com](mailto:meena.mathews@gac.com)

# United Kingdom

**Aberdeen**

[See Liverpool](#)

**Barrow-in-Furness**

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**Belfast**

[See Liverpool](#)

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[See Liverpool](#)

**Holyhead**

[See Liverpool](#)

**Hull/Grimsby/Immingham**

[See Liverpool](#)

**Liverpool**

Richards Hogg Lindley Ltd.

Telephone: +44 151 227 2175  
Facsimile: +44 151 227 2179  
Address: 4th Floor, Royal Liver Building, Liverpool Waterfront, Liverpool, L3 1JH, United Kingdom

Contact:	<b>Ms Rachel Fox</b>	+44 7917 041 525 (Mobile) <a href="mailto:rachel.fox@rhl-ct.com">rachel.fox@rhl-ct.com</a>
	<b>Mr John Thompson</b>	+44 151 235 5568 +44 7880 095 792 (Mobile) <a href="mailto:john.thompson@rhl-ct.com">john.thompson@rhl-ct.com</a>
	<b>Mr James Willan</b>	+44 7788 336 522 (Mobile) <a href="mailto:james.willan@ctplc.com">james.willan@ctplc.com</a>

---

## London

Charles Taylor & Co Limited

Address: The Minister Building, 21 Mincing Lane, London EC3R 7AG, United Kingdom

Contact: Emergency telephone +44 7932 113 573 (Mobile)  
In office hours please get in touch with your usual club contact, full details are on pages vi to vii

---

## Milford Haven

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## Mostyn

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## Newcastle/Middlesbrough

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## Plymouth

See London

## Southampton

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## Teesport

See London

## Thamesport/Medway/Dover

See London

---

# United States of America

---

## Anchorage, Alaska

Schwabe Williamson & Wyatt  
(Lawyers)

Telephone: +1 907 264 6715

Address: 310 K Street, Suite 200, Anchorage, Alaska, 99501, United States of America

Contact: **Mr Bert Ray** +1 907 339 7126  
+1 907 350 3890 (Mobile)  
hray@schwabe.com  
**Mr Zach Berne** +1 907 264 6714  
+1 503 260 3242 (Mobile)  
zberne@schwabe.com

---

## Baltimore, Maryland

Baker Donelson Bearman  
Caldwell & Berkowitz, PC  
(Lawyers)

Telephone: +1 410 685 1120

Facsimile: +1 410 547 0699

Address: 100 Light Street, Baltimore, Maryland, 21202, United States of America

Email: admiralty@bakerdonelson.com

Website: www.bakerdonelson.com

Contact: **Mr M Hamilton (Tony)** +1 410 243 7334 (Home)  
**Whitman** +1 410 370 0680 (Mobile)  
mhwhitman@bakerdonelson.com  
**Mr Jack Daley** +1 301 500 8865 (Mobile)  
jdaley@bakerdonelson.com  
**Mr Geoffrey Tobias** +1 443 607 6632 (Home)  
+1 410 215 5203 (Mobile)  
gtobias@bakerdonelson.com

---

# United States of America continued

## Beaumont, Texas

Clark Hill Strasburger  
(Lawyers)

Telephone: +1 409 351 3800  
Facsimile: +1 409 351 3883  
Address: 2615 Calder Avenue, Suite 240, Beaumont, Texas,  
United States of America

Contact:	<b>Mr David James</b>	+1 409 658 7204 (Mobile) david.james @clarkhillstrasburger.com
	<b>Mr Mark Freeman</b>	+1 409 656 9747 (Mobile) mark.freeman @clarkhillstrasburger.com

## Boston, Massachusetts

Clinton & Muzyka  
(Lawyers)

Telephone: +1 617 723 9165  
Facsimile: +1 617 720 3489  
Address: 88 Black Falcon Avenue, Suite 200, Boston, Massachusetts,  
02210, United States of America

Email: cm@clinmuzyka.com  
Website: www.clinmuzyka.com

Contact:	<b>Mr Tom Muzyka</b>	+1 617 233 3472 (Mobile) tmuzyka@clinmuzyka.com
	<b>Ms Kirby Aarsheim</b>	+1 508 989 1821 (Mobile) kaarsheim@clinmuzyka.com

## Brownsville, Texas

Royston Rayzor Vickery  
& Williams LLP  
(Lawyers)

Telephone: +1 956 542 4377  
Facsimile: +1 956 542 4370  
Address: 55 Cove Circle, P.O. Box 3509, Brownsville, Texas, 78523-3509,  
United States of America

Email: royston@roystonlaw.com

Contact:	<b>Mr Keith Uhles</b>	+1 956 455 5836 (Mobile) keith.uhles@roystonlaw.com
	<b>Mr Jim Hunter</b>	+1 956 495 5100 (Mobile) jim.hunter@roystonlaw.com
	<b>Mr Javier Gonzalez</b>	+1 956 490 3328 (Mobile)

## Charleston, South Carolina

Womble Bond Dickinson  
(US) LLP  
(Lawyers)

Telephone: +1 843 722 3400  
Facsimile: +1 843 723 7398  
Address: 5 Exchange Street, P.O. Box 999, Charleston, South Carolina,  
29402, United States of America

Email: admiralty@wbd-us.com

Contact:	<b>Mr Sean Houseal</b>	+1 843 720 4622 +1 843 437 6620 (Mobile) sean.houseal@wbd-us.com
	<b>Mr Ryan Gilsenan</b>	+1 843 720 4617 +1 843 847 8003 (Mobile) ryan.gilsenan@wbd-us.com



---

## Chicago, Illinois

Leahy Eisenberg &  
Fraenkel, Ltd.  
(Lawyers)

Telephone: +1 312 368 4554  
Facsimile: +1 312 368 4562  
Address: 33 West Monroe, Suite 1100, Chicago, Illinois, 60605,  
United States of America

Contact:	<b>Mr Steven Belgrade</b>	+1 312 613 1455 (Mobile) sbb@leftfd.com
	<b>Mr John O'Donnell</b>	+1 312 623 4550 (Mobile) jao@leftfd.com
	<b>Mr Patrick Cullinan</b>	+1 630 532 9658 (Mobile) pjc@leftfd.com

---

## Cleveland, Ohio

Ray Robinson Law Co., L.P.A.  
(Lawyers)

Telephone: +1 216 328 2128  
Facsimile: +1 216 236 2409  
Address: 6100 Oak Tree Blvd., Suite 200, Cleveland, Ohio, 44131,  
United States of America  
Email: rayrob@rayrob.com

Contact:	<b>Mr Christopher Kuebler</b>	+1 586 216 4505 (Mobile) ckuebler@rayrob.com
	<b>Ms Sandra Kelly</b>	+1 216 235 2161 (Mobile) skelly@rayrob.com

---

## Corpus Christi, Texas

Royston Rayzor Vickery  
& Williams LLP  
(Lawyers)

Telephone: +1 361 884 8808  
Facsimile: +1 361 884 7261  
Address: Frost Bank Plaza, Suite 1300, 802 N. Caranachua, Corpus Christi,  
Texas, 78401-0021, United States of America  
Email: royston@roystonlaw.com

Contact:	<b>Mr Jack Partridge</b>	+1 361 533 7756 (Mobile) jack.partridge@roystonlaw.com
	<b>Mr Chris Lowrance</b>	+1 361 903 7509 +1 361 739 8217 (Mobile) chris.lowrance@roystonlaw.com

---

## Detroit, Michigan

Foster Swift Collins & Smith, PC  
(Lawyers)

Telephone: +1 248 539 9900  
Facsimile: +1 248 200 0252  
Address: 28411 Northwestern Highway, Suite 500, Southfield, Michigan,  
48034, United States of America

Contact:	<b>Mr Michael Liddane</b>	+1 313 885 8639 +1 313 377 6288 (Mobile) mliddane@fosterswift.com
	<b>Mr Dirk Beckwith</b>	+1 248 737 2849 (Home) +1 248 302 1686 (Mobile) dbeckwith@fosterswift.com

---

# United States of America continued

## Duluth, Minnesota

Johnson Killen & Seiler  
(Lawyers)

Telephone: +1 218 722 6331  
Facsimile: +1 218 722 3031  
Address: 230 West Superior Street, Suite 800, Duluth, Minnesota, 55802,  
United States of America  
Email: receptionist@duluthlaw.com  
Website: www.duluthlaw.com

Contact:	<b>Mr Joseph Ferguson</b>	+1 218 590 3187 (Mobile) jferguson@duluthlaw.com
	<b>Mr Paul Wojciak</b>	pwojciak@duluthlaw.com

## Galveston, Texas

Royston Rayzor Vickery  
& Williams LLP  
(Lawyers)

Telephone: +1 409 763 1623  
Facsimile: +1 409 763 3853  
Address: The Hunter Building, 306-22nd Street, Suite 301, Galveston,  
Texas, 77550-1589, United States of America  
Email: royston@roystonlaw.com

Contact:	<b>Mr David Walker</b>	+1 832 687 5337 (Mobile) david.walker@roystonlaw.com
	<b>Mr Richard Branca</b>	+1 917 653 6477 (Mobile) richard.branca@roystonlaw.com
	<b>Mr Eugene Barr</b>	+1 281 705 9748 (Mobile) eugene.barr@roystonlaw.com

## Honolulu, Hawaii

Cox Wootton Lerner Griffin  
& Hansen LLP  
(Lawyers)

Telephone: +1 808 744 7020  
Facsimile: +1 808 744 7030  
Address: 841 Bishop Street, Suite 1099, Honolulu, Hawaii, 96813,  
United States of America  
Email: mnakano@cwlfirm.com

Contact:	<b>Mr Michael Nakano</b>	+1 808 721 0547 (Mobile) mnakano@cwlfirm.com
	<b>Mr Robert Frame</b>	+1 808 282 1967 (Mobile) rframe@cwlfirm.com
	<b>Mr Normand Lezy</b>	+1 808 382 6676 (Mobile) nlezy@cwlfirm.com
	<b>Mr D Miyashiro</b>	+1 808 228 9708 (Mobile) dmiyashiro@cwlfirm.com

## Houston, Texas

Charles Taylor Adjusting

Telephone: +1 713 840 1642  
Facsimile: +1 713 840 8030  
Address: 5433 Westheimer, Suite 200, Houston, Texas, 77056,  
United States of America  
Email: pandi.houston@ctplc.com

Contact:	<b>Mr Thor Jones</b>	+1 281 507 9061 (Mobile) thor.jones@ctplc.com
	<b>Ms Lilian Care</b>	+1 713 294 1267 (Mobile) lilian.care@ctplc.com

---

## Houston, Texas

Royston Rayzor Vickery  
& Williams LLP  
(Lawyers)

Telephone: +1 713 224 8380  
Facsimile: +1 713 225 9945  
Address: 1600 Smith Street, Suite 5000, Houston, Texas, 77002,  
United States of America  
Email: royston@roystonlaw.com

Contact:	<b>Mr David Walker</b>	+1 832 687 5337 (Mobile) david.walker@roystonlaw.com
	<b>Mr Richard Branca</b>	+1 917 653 6477 (Mobile)

---

## Jacksonville, Florida

Holland & Knight  
(Lawyers)

Telephone: +1 904 353 2000  
Facsimile: +1 904 358 1872  
Address: 50 North Laura Street, Suite 3900, Jacksonville, Florida, 32202,  
United States of America  
Website: www.hklaw.com

Contact:	<b>Mr Timothy Conner</b>	+1 904 716 9276 (Mobile) timothy.conner@hklaw.com
	<b>Ms Jennifer Kifer</b>	+1 904 327 7234 (Mobile) jennifer.kifer@hklaw.com

---

## Long Beach, California

Gordon Rees Scully  
Mansukhani LLP  
(Lawyers)

Telephone: +1 949 255 6950  
Address: 2211 Michelson Drive, Suite 400, Irvine, CA 92612  
United States of America  
Email: maritime@grsm.com

Contact:	<b>Mr James Marissen</b>	+1 714 402 2944 (Mobile) jmarissen@grsm.com
	<b>Mr Jim Kuhne</b>	+1 714 878 1543 (Mobile) jkuhne@grsm.com
	<b>Ms Rachel Weitzman</b>	+1 714 356 8035 (Mobile) rweitzman@grsm.com

---

Peacock Piper  
(Lawyers)

Telephone: +1 562 320 8880  
Address: 100 West Broadway, Suite 610, Long Beach, CA 90802,  
United States of America

Contact:	<b>Mr Albert Peacock</b>	+1 310 796 6257 (Mobile) +1 310 373 0325 (Home) apeacock@peacockpiper.com
	<b>Mr Glen Piper</b>	+1 562 900 6480 (Mobile) +1 949 509 7901 (Home) gpiper@peacockpiper.com
	<b>Mr David Tong</b>	+1 310 341 6685 (Mobile) dtong@peacockpiper.com
	<b>Ms Tara Voss</b>	+1 714 681 3992 (Mobile) tvoss@peacockpiper.com

---

# United States of America continued

## Miami, Florida

De Leo & Kuylenstierna P.A.  
(Lawyers)

Telephone: +1 786 332 4909  
Facsimile: +1 786 518 2849  
Address: Town Center One, 8950 SW 74th Court, Suite 1710, Miami, Florida, 33156, United States of America

Contact:	<b>Mr Charles De Leo</b>	+1 305 588 7817 (Mobile) cdeleo@dkmaritime.com
	<b>Mr Jan Kuylenstierna</b>	+1 786 258 3761 (Mobile) jkuylenstierna@dkmaritime.com
	<b>Mr Damon Hartley</b>	+1 305 890 3371 (Mobile) dhartley@dkmaritime.com
	<b>Mr Ryon Little</b>	+1 786 863 3733 (Mobile) rlittle@dkmaritime.com

24 hours emergency phone number: +1 305 588 7817

## Mobile, Alabama

Maynard Cooper & Gale Pc  
(Lawyers)

Telephone: +1 251 432 0001  
Facsimile: +1 251 432 0007  
Address: 11 North Water Street, Suite 24290, Mobile, Alabama, 36602-5024, United States of America

Contact:	<b>Mr Tom Rue</b>	+1 251 604 4544 (Mobile) true@maynardcooper.com
	<b>Mr Jaime Betbeze</b>	+1 251 401 6217 (Mobile) jbetbeze@maynardcooper.com
	<b>Mr Ben Segarra</b>	+1 251 421 2667 (Mobile) bsegarra@maynardcooper.com
	<b>Mr Thomas Sharp</b>	+1 251 599 7888 (Mobile) tsharp@maynardcooper.com

## New Orleans, Louisiana

Murphy Rogers Sloss Gambel  
& Tompkins  
(Lawyers)

Telephone: +1 504 523 0400  
Facsimile: +1 504 523 5574  
Address: One Shell Square, 701 Poydras Street, Suite 400, New Orleans, Louisiana, 70139, United States of America  
Email: firm@mrsnola.com

Contact:	<b>Mr Robert Murphy</b>	+1 504 495 2042 (Mobile) rmurphy@mrsnola.com
	<b>Mr Peter Sloss</b>	+1 504 615 1200 (Mobile) psloss@mrsnola.com
	<b>Mr Charles Whited</b>	+1 504 899 4997 (Home) +1 513 505 9698 (Mobile) cwhited@mrsnola.com
	<b>Mr Peter Tompkins</b>	+1 504 899 1052 (Home) +1 504 451 3640 (Mobile) ptompkins@mrsnola.com

---

## New York, New York

Charles Taylor P&I Management  
(Americas) Inc.

Telephone: +1 212 809 8085  
Address: 180 Maiden Lane, Suite 6A, New York, New York, 10038,  
United States of America  
Email: pandi.newyork@ctplc.com  
Website: www.standard-club.com

Contact:	<b>Ms Leanne O'Loughlin</b>	+1 646 753 9021 +1 646 321 1494 (Mobile) leanne.oloughlin@ctplc.com
	<b>Ms Rebecca Hamra</b>	+1 646 753 9022 +1 646 321 2146 (Mobile) rebecca.hamra@ctplc.com
	<b>Mr LeRoy Lambert</b>	+1 646 753 9020 +1 973 444 2683 (Mobile) leroy.lambert@ctplc.com
	<b>Mr Clement Lehembre</b>	+1 646 753 9023 +1 917 412 1773 (Mobile) clement.lehembre@ctplc.com

---

## Norfolk, Virginia

Troutman Sanders LLP  
(Lawyers)

Telephone: +1 757 687 7500  
Facsimile: +1 757 687 7510  
Address: 222 Central Park Avenue Suite 2000, Virginia Beach, Virginia,  
23462, United States of America  
Website: www.troutmansanders.com

Contact:	<b>Mr John Holloway</b>	+1 757 687 7724 +1 757 470 9690 (Mobile) john.holloway@troutman.com
	<b>Mr Daniel Berger</b>	+1 757 687 7549 +1 301 580 1500 (Mobile) daniel.berger@troutman.com

Vandeventer Black LLP  
(Lawyers)

Telephone: +1 757 446 8600  
Facsimile: +1 757 446 8670  
Address: 500 World Trade Center, Norfolk, Virginia, 23510-1699,  
United States of America  
Email: norfolk@vanblk.com  
Website: www.vanblk.com

Contact:	<b>Mr M Coberly</b>	+1 757 676 6771 (Mobile) mcoberly@vanblk.com
	<b>Mr Edward Powers</b>	+1 757 287 6788 (Mobile) epowers@vanblk.com

# United States of America continued

## Philadelphia, Pennsylvania

Blank Rome LLP  
(Lawyers)

Telephone: +1 215 569 5500  
Facsimile: +1 215 569 5555  
Address: One Logan Square, 130 North 18th Street, Philadelphia, Pennsylvania, 19103-6998, United States of America  
Email: moller@blankrome.com  
Website: www.blankrome.com

Contact:	<b>Mr Jeffrey Moller</b>	+1 215 569 5792 +1 215 630 0263 (Mobile) moller@blankrome.com
	<b>Mr James Quinlan</b>	+1 267 243 9331 (Mobile) quinlan@blankrome.com

## Portland, Maine

Thompson MacColl & Bass,  
LLC, P.A.  
(Lawyers)

Telephone: +1 207 774 7600  
Address: 15 Monument Square, P.O. Box 447, Portland, Maine, 04112-0447, United States of America  
Email: info@thomport.com  
Website: www.thomport.com

Contact:	<b>Mr Edward MacColl</b>	+1 207 671 9735 (Mobile) emaccoll@thomport.com
	<b>Mr Marshall Tinkle</b>	+1 207 730 2335 (Mobile) mtinkle@thomport.com
	<b>Mr John Bass</b>	+1 207 831 0846 (Mobile) jbass@thomport.com

## Portland, Oregon

Lindsay Hart LLP  
(Lawyers)

Telephone: +1 503 226 7677  
Facsimile: +1 503 226 7697  
Address: 1300 SW 5th Avenue, Suite 3400, Portland, Oregon, 97201-5640, United States of America  
Email: maritime@lindsayhart.com

Contact:	<b>Mr James McCurdy</b>	+1 971 219 9089 (Mobile) jmccurdy@lindsayhart.com
	<b>Mr Jay Beattie</b>	+1 971 227 3210 (Mobile) jbeattie@lindsayhart.com
	<b>Mr Thomas McDermott</b>	+1 503 880 2197 (Mobile) tmcdermott@lindsayhart.com

24 hours emergency phone number: +1 503 887 4906

---

## San Diego, California

Arnold & Arnold Inc.  
(Lawyers)

Telephone: +1 800 207 9301  
Facsimile: +1 800 207 9324  
Address: 2329 India Street, San Diego, California, 92101,  
United States of America  
Email: info@arnoldoffice.com  
Website: www.arnoldoffice.com

Contact:	<b>Mr AC Arnold</b>	+1 619 247 3813 (Mobile) san@arnoldoffice.com
	<b>Mr B Arnold</b>	+1 619 247 3782 (Mobile) san@arnoldoffice.com
	<b>Mr Gene Hillger</b>	+1 619 247 8505 (Mobile) gene@arnoldoffice.com
	<b>Mr A Ridenour</b>	+1 619 247 3883 (Mobile) san@arnoldoffice.com

Gordon Rees Scully  
Mansukhani LLP  
(Lawyers)

Telephone: +1 619 696 6700  
Address: 101 W. Broadway, Suite 2000, San Diego, CA 92101,  
United States of America

Contact:	<b>Mr James McMullen</b>	+1 619 813 1934 (Mobile) jmcmullen@grsm.com
	<b>Mr Russel Brown</b>	+1 619 302 4143 (Mobile) rbrown@grsm.com
	<b>Mr André Picciurro</b>	+1 619 997 2692 (Mobile) apicciurro@grsm.com

---

## San Francisco, California

Cox Wootton Lerner Griffin &  
Hansen LLP  
(Lawyers)

Telephone: +1 415 438 4600  
Facsimile: +1 415 438 4601  
Address: 900 Front Street, Suite 350, San Francisco, CA 94111,  
United States of America  
Email: jmccullough@cwlfirm.com  
Website: www.cwlfirm.com

Contact:	<b>Ms Juliette McCullough</b>	+1 831 277 9851 (Mobile) jmccullough@cwlfirm.com
	<b>Mr Christopher Tribolet</b>	+1 415 706 7460 (Mobile) ctribolet@cwlfirm.com
	<b>Mr Mitchell Griffin</b>	+1 650 346 6404 (Mobile) mgriffin@cwlfirm.com

Gordon Rees Scully  
Mansukhani LLP  
(Lawyers)

Telephone: +1 415 986 5900  
Address: 275 Battery St., 20th Floor, San Francisco, CA 94111,  
United States of America  
Email: maritime@grsm.com

Contact:	<b>Mr Andrew Port</b>	+1 415 613 6161 (Mobile) aport@grsm.com
	<b>Mr James Tamulski</b>	+1 415 297 2655 (Mobile) jtamulski@grsm.com
	<b>Ms Cheryl Morris</b>	+1 415 990 5376 (Mobile) cmorris@grsm.com

# United States of America continued

## Savannah, Georgia

Hunter MacLean  
(Lawyers)

Telephone: +1 912 236 0261  
Facsimile: +1 912 232 3253  
Address: 200 East St. Julian Street, P.O. Box 9848, Savannah, Georgia,  
31401-0048, United States of America

Contact:	<b>Mr David Sipple</b>	+1 912 238 4513 (Home) +1 912 220 0587 (Mobile) dsipple@huntermaclean.com
	<b>Mr Christopher Smith</b>	+1 912 398 0041 (Mobile) csmith@huntermaclean.com
	<b>Mr Colin McRae</b>	+1 912 484 0467 (Mobile) cmcrae@huntermaclean.com
	<b>Mr Patrick Barkley</b>	+1 706 537 0047 (Mobile) pbarkley@huntermaclean.com

## Seattle, Washington

Nicoll Black & Feig, PLLC  
(Lawyers)

Telephone: +1 206 838 7555  
Facsimile: +1 206 838 7515  
Address: 1325 4th Avenue, Ste 1650, Seattle, Washington 98101,  
United States of America

Contact:	<b>Mr Chris Nicoll</b>	+1 206 949 4370 (Mobile) cnicoll@nicollblack.com
	<b>Mr Chris Reilly</b>	+1 206 375 4006 (Mobile) creilly@nicollblack.com
	<b>Mr William 'Rivers' Black</b>	+1 206 914 1215 (Mobile) rblack@nicollblack.com
	<b>Mr Larry Altenbrun</b>	+1 206 920 5369 (Mobile) laltenbrun@nicollblack.com

## Tampa, Florida

Lau Lane Pieper Conley  
& McCreadie  
(Lawyers)

Telephone: +1 813 229 2121  
Facsimile: +1 813 228 7710  
Address: 100 South Ashley Drive, Suite 1700, Wells Fargo Center, Tampa,  
Florida, 33602, United States of America  
Website: www.laulane.com

Contact:	<b>Mr David McCreadie</b>	+1 813 240 7910 (Mobile) dmccreadie@laulane.com
	<b>Mr E Godwin</b>	+1 813 508 1458 (Mobile) egodwin@laulane.com
	<b>Mr E Martin</b>	+1 321 412 7462 (Mobile) emartin@laulane.com
	<b>Mr B Tourville</b>	+1 850 980 3048 (Mobile) btourville@laulane.com

24 hours emergency phone number: +1 813 739 8748



---

## Wilmington, Delaware

Palmer Biezup & Henderson LLP  
(Lawyers)

Telephone: +1 302 594 0895  
Facsimile: +1 302 478 7625  
Address: 1223 Foulk Road, Wilmington, Delaware, 19803,  
United States of America

Email: main@pbh.com  
Website: www.pbh.com

Contact: **Mr M McCauley** +1 302 753 1675 (Mobile)  
mccauley@pbh.com

**Mr Frank DeGiulio** +1 215 625 7809  
+1 215 808 2028 (Mobile)  
fpd@pbh.com

**Mr R Whelan** +1 610 664 0927 (Home)  
+1 484 686 0974 (Mobile)  
rwhelan@pbh.com

---

## Wilmington, North Carolina

Clark Newton & Evans P.A.  
(Lawyers)

Telephone: +1 910 762 8743  
Facsimile: +1 910 762 6206  
Address: 509 Princess Street, Wilmington, North Carolina, 28401,  
United States of America

Email: info@clarknewton.com

Contact: **Mr D Evans** +1 910 262 3762 (Mobile)  
dte@clarknewton.com

**Mr Seth Buskirk** +1 910 442 6720 (Mobile)  
spb@clarknewton.com

---

## Uruguay

### Montevideo

Chadwick Weir Navegacion S.A.

Telephone: +598 2 916 1168  
Facsimile: +598 2 916 2265  
Address: Colon 1498, Off 202, Montevideo, 11000, Uruguay  
Email: chw@chw.com.uy

Contact: **Capt Alejandro Laborde** +598 95 60 96 51 (Mobile)  
alejandro.laborde@chw.com.uy

**Mr Bettina Polo** +598 95 65 91 15 (Mobile)  
bettina.polo@chw.com.uy

**Mr Enrique Laborde** +598 95 60 92 51 (Mobile)  
enrique.laborde@chw.com.uy

---

# Venezuela

## Caracas

### Pandi Venezuela EMC

Telephone:	+58 212 985 1045	
Facsimile:	+58 212 987 0766	
Address:	Av. Circunvalación del Sol, Centro Profesional Santa Paula, Torre A, Piso 7, Ofc. 78, Urb. Santa Paula, Caracas, Santa Paula, 1061, Venezuela	
Email:	pandi@pandivzla.com	
Website:	www.pandivenezuela.com	
Contact:	<b>Mr Eugenio Moreno</b>	+58 212 720 4807 +58 414 366 2012 (Mobile) e.moreno@pandivzla.com
	<b>Ms Susana Morris</b>	+58 416 627 1266 (Mobile) s.morris@pandivzla.com

### Venepandi C.A.

Telephone:	+58 212 959 3347	
Facsimile:	+58 212 959 3338	
Address:	C.C.C.T. Av. Ernesto Blohn, Torre B, Piso 10, Oficina B1001, Chuao, Caracas, 1064, Venezuela	
Email:	principal@venepandi.com	
Website:	www.venepandi.com	
Contact:	<b>Capt F Villanova</b>	+58 412 222 9494 (Mobile) francisco.villanova@venepandi.com

Alternative phone numbers: +58 414 223 9428 and +58 412 953 6392.  
24 hours duty phone number: +58 414 252 9494

## Maracaibo

### 3D Marine Latinoamerica, C.A.

Telephone:	+58 261 741 6701	
Facsimile:	+58 261 741 8641	
Address:	Av. 2 Circunvalacion Centro Comercial, La Paragua, Local 19, Maracaibo, Venezuela	
Email:	3dmarinelat@gmail.com	
Contact:	<b>Ms Yaritza Alvarez</b>	+58 261 749 5820 (Home) +58 414 361 7818 (Mobile) 3dmarinelat@gmail.com
	<b>Capt Kevin Urdaneta</b>	+58 261 749 3360 (Home) +58 414 362 1785 (Mobile) kelvin.m.urdaneta@gmail.com

## Puerto Cabello

### Global Pandi S.A.

Telephone:	+58 242 361 8159	
Facsimile:	+58 242 361 4453	
Address:	Centro Comercial 'Las Valentinas', Nivel 2, Oficinas 12/13. Calle Puerto Cabello, Puerto Cabello 2050, Edo., Carabobo, Venezuela	
Email:	mail@globalpandi.com	
Contact:	<b>Mr Jose Sabatino</b>	+507 6469 1784 (Home) +58 412 421 0036 (Mobile) jose.sabatino@sabatino.com
	<b>Capt Adam Villamizar</b>	+58 424 457 5620 (Mobile) adamvillamizar@yahoo.com
	<b>Mr Oswaldo Guerreiro</b>	+58 241 824 4312 (Home) +58 412 444 5715 (Mobile)

---

## Puerto La Cruz

Global Pandi S.A.

Telephone: +58 281 287 4332  
Facsimile: +58 281 287 4332  
Address: Carrera #7, Centro Comercial J&G, Piso 1, Oficina 6, Lechería,  
Puerto La Cruz, Estado Anzoátegui, Venezuela  
Email: puertolacruz@globalpandi.com  
Contact: **Mr Omar Franco** +58 414 813 2340 (Mobile)  
**Mr Denis Carrero** +58 414 033 6760 (Mobile)  
**Mr Oswaldo Guerreiro** +58 412 444 5715 (Mobile)

---

## Puerto Ordaz

Global Pandi S.A.

Telephone: +58 286 719 1531  
Facsimile: +58 286 923 9582  
Address: Via Caracas, CC Maria Luisa B, Piso 2, Ofic. 24,  
Puerto Ordaz, Venezuela  
Email: puertoordaz@globalpandi.com  
Contact: **Mr Roman Echezuria** +58 424 928 5706 (Mobile)  
24 hours emergency phone number: +507 6469 1784

---

3D Marine Latinoamerica

Telephone: +58 286 923 4740  
Facsimile: +58 286 923 1840  
Address: Via Caracas, Centro Comercial, Maria Luisa B, Ofc. 1-3,  
Puerto Ordaz, Venezuela  
Email: orinocosurvey@gmail.com  
Contact: **Mr Jugo Gudiker** +58 286 962 8924 (Home)  
+58 414 875 3301 (Mobile)

---

# Vietnam

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## Haiphong

Wallem Shipping (Vietnam)

Telephone: +84 3 1355 1840  
Facsimile: +84 3 1355 1477  
Address: C/O Saigon East Asia Shipping, Room 4, 1st Floor,  
No. 16 Le Dai Hanh Str, Hong Bang District,  
Haiphong City, Vietnam  
Email: wallemhpg@wallem.com.vn  
Website: www.wallem.com  
Contact: **Mr Nguyen Hiep** +84 837 751 571 (Home)  
+84 903 909 491 (Mobile)  
nmh@wallem.com.vn

---

In case of difficulty contact Ho Chi Minh office: +84 8 3776 0780 or +84 8 3776 0782.  
Alternative mobile: +84 973 069 494

# Vietnam continued

## Ho Chi Minh City

### Spica Services

Telephone:	+84 28 3823 2527	
Facsimile:	+84 28 3823 2530	
Address:	2 Phung Khac Khoan Street, District 1, Ho Chi Minh City, Vietnam	
Email:	claims@spica.com.vn	
Contact:	<b>Capt Richard Skene</b>	+84 28 3744 6247 (Home) +84 903 802 293 (Mobile) richardskene@spica.com.vn
	<b>Mr Le Binh</b>	+84 28 3771 2493 (Home) +84 903 831 442 (Mobile) binh@spica.com.vn
	<b>Mr Nguyen Hien</b>	+84 903 601 876 (Mobile) hien@spica.com.vn
	<b>Mr Nguyen Tam</b>	+84 906 614 916 (Mobile) tam@spica.com.vn

### Seasia P&I Services – Vietnam

Telephone:	+84 8 3914 2076	
Facsimile:	+84 8 3821 3956	
Address:	11 Nguyen Cong Tru Street, 1st Floor, District 1, Ho Chi Minh City, Vietnam	
Email:	vietnam@seasia-group.com	
Website:	www.seasia-group.com	
Contact:	<b>Mr Nguyen Tap</b>	+84 903 909 314 (Mobile)

## Yemen, Republic of

### Aden

#### Gulf Agency Co. (Yemen) Ltd.

Telephone:	+967 2 247 161	
Facsimile:	+967 2 247 163	
Address:	P.O. Box 5202, Ma'alla, Aden, Republic of Yemen	
Email:	yemen@gac.com	
Website:	www.gac.com	
Contact:	<b>Mr Hisham Al Saqaf</b>	+967 777 176 131 (Mobile) hisham.al-saqaf@gac.com
	<b>Mr H Ebrahim</b>	+967 777 176 133 (Mobile)

#### The Hodeidah Shipping & Transport Co. (S.Y.C.)

Telephone:	+967 2 246 010	
Facsimile:	+967 2 246 013	
Address:	Thabet Investment Building Madram Street, P.O. Box 5106, Ma'alla, Aden, Republic of Yemen	
Email:	hodship_aden@y.net.ye	
Contact:	<b>Mr Nigel Chevriot</b>	+967 735 398 125 (Mobile) nigelchevriot@hodship.net
	<b>Ms Riam Abdullah</b>	+967 736 162 962 (Mobile) pni.ade@hodship.net
	<b>Capt Ali Ali</b>	+967 2 246 015 +967 2 203 237 (Home) +967 733 762 504 (Mobile) capt.aliahmed@yemen.net.ye

Copy all correspondence to: hassan.kassim@hodshipyemen.com and nigelchevriot@yahoo.com or nigelchevriot@thabetgroup.com

---

## Hodeidah

The Hodeidah Shipping  
& Transport Co. (S.Y.C.)

Telephone: +967 3 228 969  
Facsimile: +967 3 228 533  
Address: Sana'a Street Kilo-7, P.O. Box 3337, Hodeidah, Republic of Yemen  
Email: hodship\_1969@y.net.ye  
Website: www.hodshipyemen.com

Contact:	<b>Mr Hassan Kassim</b>	+967 3 219 155 (Home) +967 733 248 414 (Mobile) hassan.kassim@hodshipyemen.com
	<b>Mr Gameel Thabet</b>	+967 733 226 011 (Mobile) gameel.thabet@hodship.net
	<b>Ms Seham Noman</b>	+967 3 228 850 +967 777 164 838 (Mobile) pnhod@hodshipyemen.com

Copy all correspondence to: nigelchevriot@thabetgroup.com







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Taylor**

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