

2019/20

London Class P&I and Defence Rules and Correspondents



Standard
Club

www.standard-club.com





**Standard
Club**

London Class P&I and Defence rules
for the 2019/20 policy year

of

The Standard Club Ltd

The Standard Club UK Ltd

The Standard Club Ireland DAC

Website: www.standard-club.com

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London Class P&I and Defence
Rules and Correspondents

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

London Class Committee

Committee Members

Dr Gunther Jaegers

Chairman

Reederei Jaegers GmbH

Mr Gianni Andrea de Domenico

Rimorchiatori Napoletani SRL

Mr Robert Beets

Noord Nederlandsche P&I Club

Mr Richard Borchard

Fairplay Towage and Shipping Co Ltd

Capt Iain McNaught

Corporation of Trinity House

Mr Axel Meynköhn

Wyker Dampfschiffs-Reederei-Föhr-Amrum GmbH

Mr Maxim Mirzoev

Joint Stock "Volga Shipping"

Mr Wolfgang Nowak

Amadeus Schifffahrt

Mr Antoine Struyf

Plouvier Transport NV

Mr Piet Wassenaar

Wasmaco B.V.

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 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

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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
Emergency telephone:
+44 79 3211 3573

Dublin office

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

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

London Class

David Rees – Class Manager david.rees@ctplc.com	o: +44 20 3320 8815 m: +44 79 2041 7436
Nick Williams – Manager and Claims Director nick-p.williams@ctplc.com	o: +44 20 3320 8856 m: +44 78 2557 1203

London Class Claims

Jonathan Clark – Senior Claims Executive jonathan.clark@ctplc.com	o: +44 20 7522 7426 m: +44 78 2447 8111
Francesca Santoro – Senior Claims Executive francesca.santoro@ctplc.com	o: +44 20 3320 2329 m: +44 78 2531 4891
James White – Claims Executive james.white@ctplc.com	o: +44 20 3320 2274 m: +44 77 6936 2045

London Class Underwriting

Sebastian Brain – Underwriter sebastian.brain@ctplc.com	o: +44 20 3320 8933 m: +44 79 1955 5198
Mike Robinson – Underwriter mike.robinson@ctplc.com	o: +44 20 3320 8932 m: +44 78 2584 5402
Archie Drummond – Deputy Underwriter archie.drummond@ctplc.com	o: +44 20 3320 8986 m: +44 77 6930 3039
Christopher Ronan – Deputy Underwriter christopher.ronan@ctplc.com	o: +44 20 3320 8840 m: +44 77 6700 5470

Claims

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

Risk Management

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

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

Finance

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

Loss Prevention

Yves Vandeborn – Director of Loss Prevention yves.vandeborn@ctplc.com	o: +65 6506 2852 m: +65 9879 8606
John Dolan – Deputy Director of Loss Prevention john.dolan@ctplc.com	o: +44 20 7522 7531 m: +44 79 1957 1011
Tim Prior – Marine Surveyor tim.prior@ctplc.com	o: +44 20 3320 8987 m: +44 78 2352 1087

Dublin

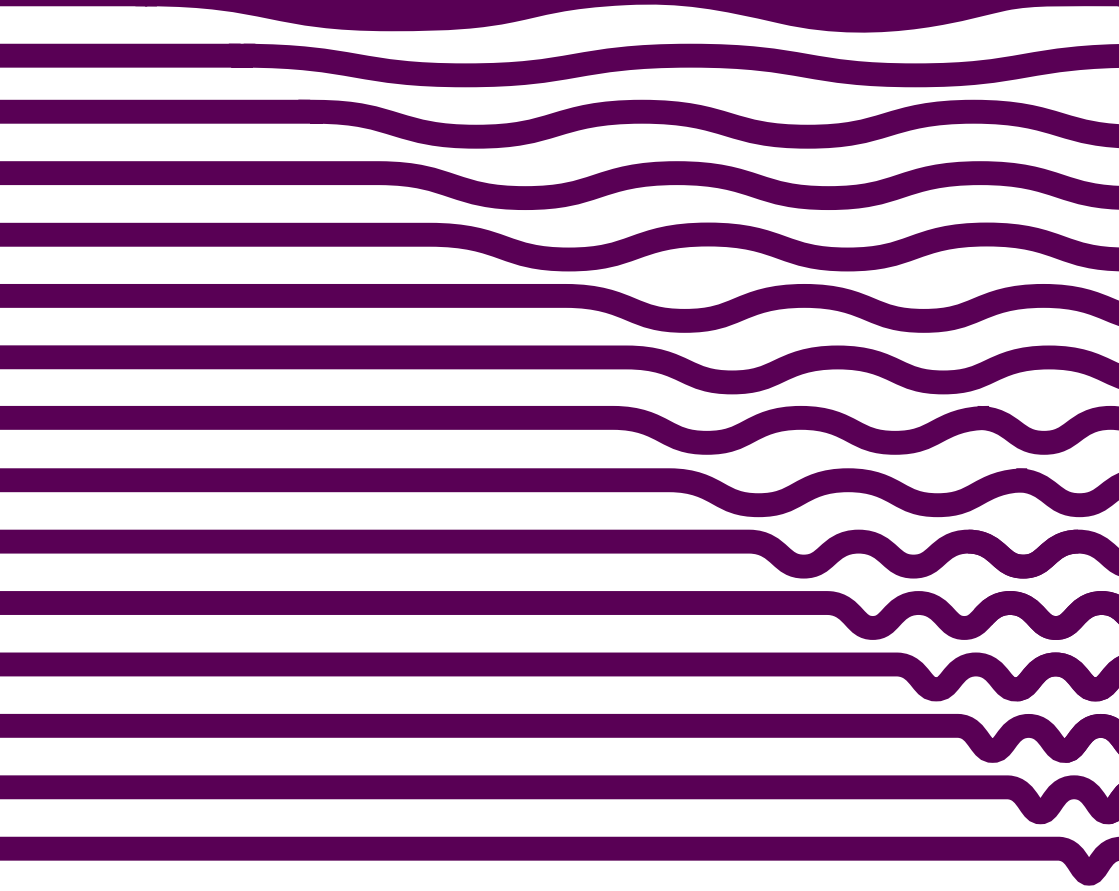
Robert Drummond – Managing Director robert.drummond@ctplc.com	o: +353 1 669 4884 m: +44 77 1287 4482
Peter Bernie – Finance Director peter.bernie@ctplc.com	o: +353 1 669 4884 m: +44 78 3656 7490
David Williams, Business Development Officer david.williams@ctplc.com	o: +353 1 669 4884 m: +44 7920 205 940

For up to date contact details, refer to www.standard-club.com

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03

P&I Rules



SECTION A: INSURANCE

- 1.1** The rules, which are subject to the articles, contain the terms upon which P&I cover is given by the club.
- 1.2** The standard 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 the rules.
 - 1.3.3** The managers may reinsure any such 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 the rules.
 - 1.5.1** The 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 the 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 6.16.

SECTION B: SCOPE OF COVER

- 2.1** The liabilities in respect of which a member is insured by the club must have arisen by reason of the member's interest in the ship, out of events occurring during the period of the ship's entry in the club and in connection with the operation of the ship.
- 2.2** Under a charterer's entry, a member is entitled to recover for his liability to indemnify another person in respect of the risks set out in rule 3.
- 2.3** 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 rule 5, or have been approved by the managers.
- 2.4** A member's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in the rules and the certificate of entry.
- 2.5** 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

Crew injury, illness or death	3.1.1	Liabilities in respect of crew injury, illness or death.
Repatriation	3.1.2	Liabilities in respect of crew repatriation. Exclusion to rule 3.1.2 Liabilities arising out of the termination of any agreement, or the sale of the ship, or any other act of the member in respect of the ship, unless the board considers that such termination or other act was necessary in the interests of the safety of the ship or crew, or the proper running of the ship.
Substitute expenses	3.1.3	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.
Loss of effects	3.1.4	Loss of crew effects, excluding valuables.
Shipwreck unemployment indemnity	3.1.5	Wages or other compensation payable to crew arising out of the actual or constructive total loss of the ship.
Port expenses	3.1.6	Port and other charges as set out in rule 3.4 incurred in relation to crew.
Passengers	3.2.1	Liabilities in respect of the injury, illness or death of a passenger.
	3.2.2	Liabilities to passengers arising out of a casualty while they are on board the ship. For the purpose of this rule, ‘casualty’ means collision, stranding, explosion, fire or any other cause affecting the condition of the ship so as to render her incapable of safe navigation to her intended destination; or a threat to the life, health or safety of passengers.
	3.2.3	Loss of or damage to a passenger’s baggage or effects, excluding valuables.
	3.2.4	In respect of any liabilities arising under rule 3.2, the passenger contract must relieve the member of liability to the maximum extent permitted under the applicable law. Exclusions to rule 3.2 (1) Liabilities arising out of the carriage of a passenger by air unless they occur: a during repatriation of an injured or sick passenger, or following a casualty to the ship; or b during excursions from the ship, subject to exclusion (2) below.

		(2) Liabilities arising under a contract in respect of a passenger while on an excursion from the ship in circumstances where either: <ul style="list-style-type: none"> a that contract has been separately entered into by the passenger for the excursion, whether or not with the member; or b the member has waived any rights of recourse against any sub-contractor or other third party in respect of the excursion.
Third parties	3.3	Liabilities in respect of the injury, illness or death of any person other than crew or passengers.
Stowaways and refugees: port charges	3.4	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.
Life salvage	3.5	Sums due to a third party because he has saved or attempted to save the life of any person on or from the ship.
Collision with other ships	3.6.1	One-fourth, or such other proportion agreed by the managers, of the liabilities arising out of a collision other than those set out in rule 3.6.3.
	3.6.2	Under a charterer's entry, four-fourths of the liabilities arising out of a collision.
	3.6.3	The liabilities arising out of a collision relating to: <ul style="list-style-type: none"> (1) the raising, removing, destroying, lighting or marking of wrecks, cargo or other property (2) damage done by such other ship to any property not being another ship or any cargo or other property therein (3) loss of or damage to cargo or other property being carried in the ship; if the cargo is the property of the member, it is deemed to be fully insured and the member is entitled only to recover from the club the amount by which such indemnity exceeds the sum recoverable under such insurance (4) the injury, illness or death of any person on board such other ship (5) pollution liabilities as may be covered under rule 3.8.
	3.6.4	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 ship in those policies. However, the board may determine the proper value (being the market value of the ship without commitment) for which the ship 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 ship had been insured thereunder at such value.

Damage to other ships (other than by collision)

3.6.5 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.

3.6.6 If both ships are 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.

3.7 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, any other ship or any cargo or other property therein caused other than by collision with the ship.

Pollution

3.8.1 Liabilities arising out of the discharge or escape from the ship of any substance.

3.8.2 The costs of any measures reasonably taken after the discharge or escape of any substance from the ship 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.

3.8.3 The costs of any measures reasonably taken to prevent an imminent danger of the discharge or escape from the ship of any substance.

3.8.4 Extraordinary liabilities incurred as a result of complying with any order or direction given or any measures taken by any authority in connection with the ship or her cargo for preventing or reducing pollution or the risk thereof by the escape from the ship of any substance, excluding any permanent structural alteration to the ship.

3.8.5 Liabilities under a salvage agreement to compensate salvors for work done or measures taken to prevent or reduce pollution or the risk thereof by the escape from the ship of any substance.

3.8.6 Liabilities incurred after the ship has become a wreck arising from the discharge or escape from such wreck of any substance.

3.8.7 Liabilities for which a member may be liable or otherwise incurs as a party to STOPIA and/or TOPIA. A member insured in respect of a 'relevant ship' as defined in STOPIA and/or TOPIA shall, unless otherwise agreed by the managers, be a party to STOPIA and/or TOPIA for the period of entry of that ship in the club. Unless agreed by the managers or the board otherwise determines, there shall be no cover under rule 3.8 in respect of such ship during a period when the member is not a party to STOPIA and/or TOPIA.

3.8.8 Liabilities in respect of pollution where such liabilities arise under rules 3.6, 3.7, 3.9, 3.10, 3.11 and 3.19.

Exclusions to rule 3.8

Unless the board otherwise determines, there shall be no recovery in respect of:

- (1) liabilities which but for the terms of any contract of carriage would have been allowed in general average adjusted under the unamended York Antwerp Rules 1994 or the unamended York Antwerp Rules 2016.
- (2) liabilities, 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 ship whether as cargo, fuel, stores or waste and whether at any time mixed in whole or in part with any other substance whatsoever.

Damage to property (other than by pollution)

3.9 Liabilities for loss of or damage to, or interference with rights in relation to, any property not being any 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 ship.

Towage of the ship

3.10.1 Liabilities under the terms of a contract for the towage of the ship which:

- (1) relate to the risks set out in the other paragraphs of rule 3;
- (2) arise under a contract for towage undertaken in the ordinary course of trading for the purpose of entering, leaving or manoeuvring within a port; or
- (3) arise under a contract for the towage of cargo barges; or
- (4) arise under a contract which has been approved by the managers.

Towage by the ship

3.10.2 Liabilities under the terms of a contract for, or arising out of, the towage by the ship of any ship or object where:

- (1) such liabilities relate to the risks set out in the other paragraphs of rule 3; and
- (2) the towage is undertaken for the purpose of saving life or property at sea; or
- (3) the ship is towing under a United Kingdom, Netherlands or Scandinavian standard towage contract, the current Lloyd's standard form of salvage agreement – no cure no pay, or other towage contract containing similar exclusions of liabilities to these market forms; or
- (4) the contract is on knock-for-knock terms; or

Wreck liabilities

- (5) a contract on knock-for-knock terms is likely to be unlawful or unenforceable in whole or part and the contract under which the towage takes place:

 - a does not impose on the member any liability to any person arising out of any act, neglect or default of the owner of the tow or any other person; and
 - b limits the liability of the member, or preserves his right to limit, to the maximum extent possible by law; or
- (6) the contract has been approved by the managers.
- 3.11.1** Liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the ship. The value of the wreck and all stores and materials saved must be deducted from any reimbursement and only the balance is recoverable.
- 3.11.2** Liabilities resulting from the actual or attempted raising, removal or destruction of the wreck of the ship, cargo or any other property on board.
- 3.11.3** Liabilities resulting from the presence or involuntary shifting of the wreck of the ship, cargo or any other property on board caused by the casualty which led to the loss of the ship, cargo or any other property on board. Unless the board otherwise determines, a member is not entitled to be reimbursed by the club in respect of any liability incurred more than two years after the ship, cargo or any other property on board became a wreck.
- 3.11.4** Liabilities for or incidental to the raising, removal, destruction or disposal of cargo or any other property which is being, or has been, carried on the ship. The value of all cargo or any other property saved accruing to the member must be deducted from any reimbursement and only the balance is recoverable.

Exclusions to rule 3.11

- (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 ship became a wreck.
- (2) There shall be no recovery unless the raising, removal, destruction, lighting or marking of the wreck, or the raising, removal, destruction or disposal of cargo or any other property, was compulsory by law 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, or raise, remove, destroy or dispose of cargo or any other property.

- (4) 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.
- (5) 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 ship unless the ship 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.

Quarantine expenses

- 3.12** Expenses incurred as a direct consequence of an outbreak of infectious disease on the ship, including quarantine and disinfection expenses, and the net loss to the member in respect of fuel, insurance, wages, stores, provisions, cargo handling and port charges.

Exclusion to rule 3.12

There shall be no recovery if at the time the ship was chartered to or was under orders from the member or her managers to proceed to a port it was known, or should in the board's view reasonably have been anticipated, that she would be quarantined.

Cargo liabilities

- 3.13.1** Liabilities for loss or shortage of, or damage to, or other responsibility in respect of, cargo or other property intended to be, or being, or having been carried in, on or by the ship arising out of any breach by the member, or by any person for whose acts, neglect or default he may be legally liable, of his obligation properly to load, handle, stow, carry, keep, care for, discharge and deliver such cargo or property, or out of unseaworthiness or unfitness of the ship.

- 3.13.2** The extra costs incurred by the member:

- (1) in the actual discharge or disposal of damaged or worthless cargo, provided that he can only recover such costs if he has no recourse to recover them from any other party; or
- (2) as a direct consequence of the failure by cargo interests to collect or remove cargo from the place of discharge or delivery, provided that he can only recover such costs to the extent they exceed the proceeds of the sale of the cargo and he has no recourse to recover them from any other party; or
- (3) in restowing cargo which are necessarily incurred in order to continue the safe prosecution of the voyage following a casualty, provided that he has no right to recover them from any other party either in general average or otherwise. For the purpose of this paragraph, 'casualty' means collision, stranding, explosion, fire or similar fortuitous event.

- 3.13.3** Liabilities for loss of or damage to or other responsibility to cargo or other property being carried by means of transport other than the ship under a contract of carriage, approved by the managers, providing for carriage partly to be performed by the ship.

Exclusions to rule 3.13

Unless the board otherwise determines, there shall be no recovery in respect of liabilities arising out of:

**Hague and
Hague-Visby
Rules**

- (1) the carriage of cargo on contractual terms more onerous to the carrier than those of the Hague or Hague-Visby Rules, or equally wide exemptions of the carrier from liability, save where it is on such terms solely by reason of the incorporation by law of the Hamburg Rules or parts thereof, to the extent that the liabilities exceed those which would have been incurred had the contract been on the Hague, Hague-Visby or Hamburg terms as applicable, unless the contract has been approved in advance by the managers

Deviation

- (2) a deviation, or as a consequence of a deviation, from the contractually agreed voyage, which may deprive the member of the right to rely on defences or rights of limitation which would otherwise have been available to him, unless the managers have agreed that cover may continue unprejudiced

Loading

- (3) the failure to arrive or late arrival of the ship at a port of loading, or the failure to load or delay in loading any particular cargo other than under a bill of lading already issued

Discharge

- (4) the discharge of cargo at a place other than that stipulated in the contract of carriage

**Documentation
and delivery**

- (5) the delivery of cargo carried under a negotiable document of title (including an electronic bill of lading) without production (or the equivalent thereof in the case of an electronic bill of lading) of that document by the person to whom delivery is made except where the cargo has been carried:
- a** under the terms of a non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the member may be liable under the terms of a negotiable document of title issued by or on behalf of a party other than the member providing for carriage in part upon the ship and in part upon another ship or by another mode of transport; or
 - b** under the terms of an electronic trading system approved by the managers and has been properly delivered to the person so entitled in accordance therewith.

Finished steel products

- (6) delivery of cargo carried under a non-negotiable document without production of such document by the person to whom delivery is made, where such production is required by the express terms of that document or the law to which that document, or the contract of carriage contained in or evidenced by it, is subject, except where the member is required by any other law to which he is subject to deliver or relinquish custody or control of the cargo, without production of such document
- (7) the issue of a document containing or evidencing the contract of carriage recording the loading or shipment or receipt for shipment on a date other than the date on which the cargo was in fact loaded, shipped or received
- (8) a document containing or evidencing the contract of carriage issued with the knowledge of the member or his master with an incorrect description of the cargo or its quantity or condition
- (9) the carriage of finished steel products, unless the member has arranged for a preloading survey to be carried out by a club-approved surveyor at each port of shipment, and the bills of lading have been claused in accordance with the findings of the surveyor as to the condition of cargo at the time of loading

Deck cargo

- (10) loss of, damage to or responsibility in respect of cargo carried on deck unless it is carried under a contract of carriage which permits it to be carried on deck and the contract states that it is being so carried and either it exonerates the member from all liability in respect of such cargo or it applies the Hague or Hague-Visby Rules to such cargo, or it is customary to carry such cargo on deck, or such carriage has been approved by the managers

Valuables

- (11) the carriage of valuables, unless such carriage has been approved by the managers

Value declared on bill of lading

- (12) goods carried under a document containing or evidencing the contract of carriage where the value per unit, piece or package has been stated to be in excess of US\$2,500, or the equivalent in any other currency, which may deprive the member of the right to rely on defences or rights of limitation which would otherwise have been available to him, to the extent that such liabilities exceed that sum.

Unrecoverable general average contributions 3.14

The proportion of general average, special charges or salvage which the member is or would be entitled to claim from cargo or from another party which is not recoverable solely by reason of a breach of the contract of carriage.

Exclusions to rule 3.14

- (1) If the contribution is irrecoverable by reason of a deviation, rule 3.13 exclusion (2) applies to any claim under rule 3.14.

- (2) The board may reject or reduce a claim if the contract of carriage under which the cargo was being carried did not include Article IV Rule (2)(a) of the Hague Rules, as amended by the Hague-Visby Rules, or an equally wide exemption from liability.

**Ship's
proportion
of general
average**

- 3.15** Ship's proportion of general average, special charges or salvage not recoverable under the hull policies by reason of the value of the ship being assessed at a sound value in excess of the insured value under the hull policies. The board may determine the proper value (being the market value of the ship without commitment) for which the ship should have been insured under the hull policies, and the club shall pay only the amount of the ship's proportion of general average which would not have been recoverable under the hull policies, if the ship had been insured thereunder at such value.

Fines

- 3.16** Fines imposed on the member or upon any other person whom he reasonably reimburses or is legally liable to indemnify:
- 3.16.1** for short or over delivery of cargo, or for failure to comply with regulations concerning the declaration of goods or the documentation of cargo
- 3.16.2** for smuggling or breach of any customs or immigration law or regulation
- 3.16.3** in respect of the accidental escape or discharge of any substance, so long as the member is insured for pollution liabilities by the club subject to his terms of entry and the relevant limit of liability
- 3.16.4** for any other matter 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; in addition, any amounts claimed in respect of such fine are recoverable only to the extent the board may determine.

Exclusions to rule 3.16

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

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

Enquiry expenses	3.17	Costs and expenses incurred in protecting a member's interests before a formal enquiry into a casualty to the ship where, in the opinion of the managers, a claim upon the club is likely to arise, or in other cases as the board determines.
Confiscation of ship by customs authorities	3.18	Loss of the ship following its confiscation by any legally empowered body in respect of the infringement of any customs law or regulation but only if and to the extent that, notwithstanding rule 5.1, the board decides that the member shall recover from the club. Exclusions to rule 3.18 (1) The amount recoverable shall not exceed the market value of the ship at the date of the confiscation. (2) The member must have satisfied the board that he took all such steps as appear to the board to be reasonable to prevent the infringement of the customs law or regulation giving rise to the confiscation. (3) No claim will be considered by the board until the member has been deprived of his interest in the ship.
Sue and labour	3.19	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 3.19 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	3.20	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 ship 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 to the extent that the ship was fully insured to a proper value (being the market value of the ship without commitment) under a P&I war risks policy including piracy risks. The board may determine the proper value for which the ship 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 ship had not been entered in the club with cover for the risks set out in the 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 ship 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.

Radioactive contamination

4.4

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 ship, and such further exceptions as the board may approve.

Guarantees, undertakings and certificates

4.5

Notwithstanding the exclusions in rules 4.3 and 4.4, 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 guarantee or other undertaking to the Federal Maritime Commission under Section 2 of US Public Law 89-777; or
- (2) 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
- (3) an undertaking to the International Oil Pollution Compensation Fund 1992 in connection with STOPIA; or
- (4) a certificate in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001; or
- (5) a certificate in compliance with Article 4bis of the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea 2002; or
- (6) a certificate in compliance with Article 12 of the Nairobi International Convention on the Removal of Wrecks 2007; or
- (7) 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
- (8) any other guarantee, certificate or undertaking issued by the club pursuant to any statute, convention, treaty or law.

**Unlawful
sanctionable
and hazardous
trades**

- 4.6** The member shall indemnify the club to the extent that any payment under any such guarantee, undertaking or certificate is or would have been recoverable in whole or in part under a standard P&I war risks policy had the member complied with the terms and conditions thereof.
- 4.7** 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.
- 4.8** No claim is recoverable if it arises out of or is consequent upon the ship 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

- 5 Except as provided in this rule or otherwise agreed by the managers, there shall be no recovery in respect of:
- Hull damage** 5.1 Loss of or damage to the ship or any part thereof, save as provided for in rule 3.18.
- Equipment damage** 5.2 Loss of or damage to any equipment, containers, lashings, stores, or fuel on board the ship to the extent that they are owned or leased by the member or any associated company.
- Repairs** 5.3 The cost of repairs to the ship or any charges or expenses in connection therewith save as provided for in rules 3.14 and 3.15.
- Loss of hire** 5.4 Loss of freight, hire, time, market, production, profit or any other direct or indirect losses whatsoever or any proportion thereof in relation to the ship, unless such loss, with the agreement of the managers, forms part of a claim for liabilities in respect of cargo.
- Detention** 5.5.1 Loss arising out of demurrage on, detention of, or delay to the ship or, except as provided for in rules 3.1.6 and 3.4, running costs of the ship, unless such costs, with the agreement of the managers, form part of a claim for liabilities in respect of cargo.
- 5.5.2 Liabilities arising out of arrest or detention of or delay to the ship pursuant to a claim against the member liability for which is not covered under the rules.
- Cancellation** 5.6 Loss arising out of the cancellation of any contract or engagement in relation to the ship.
- Bad debts** 5.7 Loss arising out of irrecoverable debts or the insolvency of any person.
- Pollution** 5.8 Liabilities arising out of the actual, or threatened, escape or discharge of any substance save as provided for in rule 3.8.
- Salvage** 5.9 Salvage or other services in the nature of salvage provided to the ship, and any liabilities in connection therewith, other than such as may be covered under rules 3.5, 3.8.5, 3.14 or 3.15.
- 5.10 Liabilities arising out of salvage operations (including wreck removal) conducted by the ship or provided by a member other than liabilities arising out of salvage operations conducted by the ship for the purpose of saving or attempting to save life at sea.
- Specialist operations** 5.11 Liabilities incurred during the course of performing dredging, blasting, pile-driving, well intervention, cable or pipe laying, construction, installation or maintenance work, core sampling, depositing of spoil, power generation, and such other operations as the parties to the Pooling Agreement may agree, to the extent that such liabilities arise as a consequence of:
- (1) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or

- (2) the failure to perform such specialist operations by the member or the fitness for purpose or quality of the member's work, products or services; or
- (3) any loss of or damage to the contract work including, but 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 ship is working, or to be used up or consumed in the completion of such project.

This exclusion does not apply to liabilities incurred in respect of:

- a injury, illness or death of any person on board the ship
- b wreck removal of the ship
- c oil pollution emanating from the ship or the threat thereof

but only to the extent that such liabilities are covered by the club in accordance with these rules.

Drilling and production operations

- 5.12.1** Liabilities incurred in respect of the ship, being a ship or any other description of vessel or unit constructed or adapted for the purpose of carrying out drilling operations in connection with oil or gas exploration or production.
- 5.12.2** Liabilities incurred in respect of the ship, being any ship carrying out drilling or production operations in connection with oil or gas exploration or production, to the extent that such liabilities arise out of or during drilling or production operations.
- 5.12.3** A ship shall be deemed to be carrying out production operations if, inter alia, it is a storage tanker or other ship engaged in the storage of oil, and either the oil is transferred directly from a producing well to the storage ship; or the storage ship has oil and gas separation equipment on board and gas is being separated from oil while on board the storage ship other than by natural venting.
- 5.12.4** If the ship is carrying out production operations, rule 5.12.2 shall apply from the time that a connection, whether directly or indirectly, has been established between the ship and the well pursuant to a contract under which the ship is employed until such time that the ship is finally disconnected from the well in accordance with that contract.

Heavy lift ships

5.13 Loss of or damage to or wreck removal of cargo carried on a semisubmersible heavy lift ship or any other ship designed exclusively for the carriage of heavy lift cargo, save to the extent that such cargo is being carried under the terms of a contract on Heavycon terms or any other terms approved by the managers.

Submarines and divers

5.14 Liabilities incurred in connection with any claim arising out of:

- (1)** the operation by the member of submarines, mini submarines or diving bells; or
- (2)** the activities of professional or commercial divers where the member is responsible for such activities, other than:
 - a** activities arising out of salvage operations being conducted by the ship where the divers form part of the crew of that ship (or of diving bells or other similar equipment or craft operating from the ship) and where the member is responsible for the activities of such divers; and
 - b** incidental diving operations carried out in relation to the inspection, repair or maintenance of the ship or in relation to damage caused by the ship; and
 - c** recreational diving activities.

Non-marine personnel

5.15 Liabilities incurred in respect of:

- (1)** personnel (other than marine crew) on board the ship (being an accommodation ship) employed other than by the member unless:
 - a** such ship is moored or anchored more than 500 metres from any oil or gas production or exploration facility; and
 - b** there has been a contractual allocation of risks between the member and the employer of the personnel approved by the managers;
- (2)** hotel and restaurant guests and other visitors and catering personnel of the ship when she is moored (other than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.

Waste disposal

5.16 Liabilities incurred in connection with any claim brought against the member arising out of waste incineration or disposal operations carried out by the ship, other than any such operations carried out as an incidental part of other commercial activities, not being specialist operations.

Paperless trading

5.17 Liabilities and losses arising from the use of any electronic trading system, other than an electronic trading system approved by the managers, to the extent that such liabilities and losses would not (save insofar as the managers otherwise determine) have arisen under a paper trading system.

For the purpose of this rule:

- (1)** an electronic trading system is any system which replaces or is intended to replace paper documents used for the sale of goods and/or their carriage by sea or partly by sea and other means of transport and which:
 - a** are documents of title; or
 - b** entitle the holder to delivery or possession of the goods referred to in such documents; or
 - c** evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party.
- (2)** a 'document' shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically-generated information.

Direction of the board

5.18 The liabilities set out in rule 5 may be recoverable to the extent that they may be treated as expenses arising under rule 3.19, or are approved by the board.

SECTION F: SCOPE OF RECOVERY AND LIMITS

Net loss

- 6.1** 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.

Limits of recovery

- 6.2.1** Unless and to the extent the board otherwise determines, under no circumstances shall the recovery by any person exceed:

- (1)** 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;
- (2)** any other limit contained in these rules or set out in the member's certificate of entry;
- (3)** if less than the full tonnage of the ship is entered in the club, such proportion of the amount referred to in rule 6.1, or the limits referred to in paragraphs (1) and (2) above, as the entered tonnage bears to the full tonnage of the ship.

- 6.2.2** 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 rules or 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 6.2.2(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 6.2.2(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.

- 6.2.3** 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 rules or in the certificate of entry, the managers may defer payment of a claim or any part thereof.

**Recovery
by owner for
oil pollution
claims**

- 6.2.4** Where a guarantee, undertaking or certificate provided for in rule 4.5 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 rules or 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 guarantee, undertaking or certificate have been or can be satisfied within such limit.
- 6.3** Any limits on the cover provided by the club apply in the aggregate to all insured parties and affiliated or associated companies.
- 6.4** 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.
- 6.5.1** Subject to any lower limits of cover contained in the rules or set out in the member's certificate of entry, the following limits apply:
- (1)** the aggregate liability of the club for all claims in respect of oil pollution arising under any one owner's entry, including all claims arising in respect of charterers insured as joint entrants or as co-assureds under any one owner's entry, shall be limited to US\$1 billion any one event;
 - (2)** in the event that there is more than one owner's entry in respect of the same ship with the club and/or with any other insurer participating in the Pooling Agreement, the aggregate recovery for all claims in respect of oil pollution arising under such owners' entries shall not exceed US\$1 billion any one event, and the liability of the club under each such owner's entry shall be limited to such proportion of US\$1 billion as the claims arising under that owner's entry bear to the aggregate of all such claims recoverable from the club and any such other insurer;
 - (3)** when the ship entered under an owner's entry provides salvage or other assistance to another ship following a casualty, all claims in respect of oil pollution howsoever arising incurred by the ship shall be aggregated with all claims in respect of oil pollution incurred by any other ships whilst engaged in providing salvage or other assistance in connection with the same casualty, when and to the extent that those ships either:
 - a** are entered under owners' entries in the club and covered for the oil pollution risks set out in rule 3.8; or
 - b** are covered for those risks under owners' entries with any other club participating in the Pooling Agreement.

In such circumstances, the limit of liability of the club in respect of the ship shall be such proportion of US\$1 billion as the said claims for oil pollution incurred by the ship bear to the aggregate of all claims in respect of oil pollution of all such other ships in connection with the said casualty.

6.5.2 For the purpose of this rule ‘claims in respect of oil pollution’ means liabilities, costs and expenses, howsoever incurred, in respect of or relating to a discharge or escape of oil or any threat or consequence of such discharge or escape, but excluding liability for loss of or damage to such oil.

Recovery by owner for passenger and crew claims

6.6 For the purposes of rules 6.6, 6.7 and 6.8, and without prejudice to anything else contained in the rules, ‘passenger’ means a person carried onboard a ship under a contract of carriage or who, with the consent of the carrier, is accompanying a vehicle or live animals covered by a contract for the carriage of goods, and ‘crew’ means any other person onboard a ship who is not a passenger.

6.7 Unless otherwise limited to a lesser sum, the club’s aggregate liability arising under any one owner’s entry shall not exceed:

- (1)** US\$2 billion any one event in respect of liability to passengers; and
- (2)** US\$3 billion any one event in respect of liability to passengers and crew.

6.8 Where there is more than one owner’s entry in respect of the same ship in the club and/or with any other insurer participating in the Pooling Agreement:

- (1)** the aggregate of claims in respect of liability to passengers recoverable from the club and/or such other insurers shall not exceed US\$2 billion any one event and the liability of the club shall be limited to such proportion of that sum as the claim recoverable by such persons from the club bears to the aggregate of all such claims otherwise recoverable from the club and all such insurers;
- (2)** the aggregate of all claims in respect of liability to passengers and crew recoverable from the club and/or such other insurers shall not exceed US\$3 billion any one event and the liability of the club shall be limited:
 - a** where claims in respect of liability to passengers have been limited to US\$2 billion in accordance with rule 6.8(1), to such proportion of the balance of US\$1 billion as the claims recoverable by such persons in respect of liability to crew bears to the aggregate of all such claims otherwise recoverable from the club and all such insurers; and

- b** in all other cases, to such proportion of US\$3 billion as the claims recoverable by such persons in respect of liability to passengers and crew bears to the aggregate of all such claims otherwise recoverable from the club and all such insurers.

Recovery by charterer and consortiums

6.9 Subject to any lower limitations of cover contained in the rules or set out in the member's certificate of entry, and unless otherwise agreed by the managers, the following limits apply:

Charterer

- (1)** in respect of all claims arising under any one charterer's entry, or arising in respect of charterers insured as joint entrants or as co-assureds under any one owner's entry, or arising out of the member's capacity as slot or space charterer, recovery is limited to US\$350 million any one event;

Consortiums

- (2)** in respect of any claim against the member arising out of the carriage of cargo in whole or in part on other ships not owned or chartered by the member operating in a consortium or joint service of which the member is a party at the relevant time, all insured parties covered under the same group rating agreement are not entitled to recover in respect of all the ships employed under that consortium or joint service more than US\$350 million in the aggregate any one event;
- (3)** where all insured parties covered under the same group rating agreement have more than one ship employed under a consortium or joint service at the material time and one or more of those ships is entered with any other insurer participating in the Pooling Agreement, the liability of the club to all insured parties covered under the same group rating agreement is limited to such proportion of US\$350 million as the claims incurred by the club in respect of the ships bear to the aggregate of all such claims incurred by the club and any such other insurers.

Member's property

6.10 If a claim arises following a collision involving two ships belonging to the same member, he is entitled to recover from the club, and the club has the same rights, as if the ships had belonged to different owners.

6.11 If a claim arises under rules 3.7 or 3.9 following loss of or damage to any ship, cargo or other property or object belonging to the member in respect of whose ship 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 other property or object 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 other property or object.

- 6.12** If the cargo in respect of which a claim arises under rule 3.13 is the property of the member, he is entitled, subject to the exclusions to rule 3.13, to recover such liabilities as would have been recoverable if that property belonged to a third party and that third party had concluded a contract of carriage with the member.
- Amounts owing to the club**
- 6.13** 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 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.
- Interest**
- 6.14** In no case is interest payable on sums due from the club.
- Pay to be paid**
- 6.15** 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**
- 6.16.1** Notwithstanding rule 6.15, 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.
- 6.16.2** 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.
- 6.16.3** Subject to rule 6.16.4, 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 the rules and his terms of entry.
- 6.16.4** 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**
- 6.17** Any sum recoverable, including fees, costs and expenses, shall be subject to such deductible as has been agreed by the managers or, if not so agreed, shall be subject to the standard deductibles determined by the board from time to time. Unless otherwise agreed, deductibles shall apply any one event.
- 6.18** 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	6.19	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	6.20	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.
Waiver of subrogation	6.21	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.
Sanctions	6.22	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 from parties to the Pooling Agreement and/or under any reinsurance(s) because of a shortfall in recovery from the parties or 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 parties or reinsurers. For the purposes of this rule 6.22, "shortfall" includes any failure or delay in recovery by the club by reason of the parties or 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 ship, 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 ship in the club.
- Entry**
- 11.1** Unless the managers otherwise decide, each person whose entry has been accepted under the 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 ship 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 rating or terms of entry, or terminate the entry in respect of such ship with effect from the time of disclosure or failure to disclose.
- 11.3** The managers may accept an entry on terms as to premium other than those set out in the rules, in particular on a fixed premium basis.
- 11.4** The member is bound by and must observe and perform the obligations under the rules, and must provide the managers with electronic and postal addresses for service of notices.
- 11.5** The member warrants that he is, in relation to the ship:
- (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.
- 11.6** Under a charterer's entry, the member warrants that he will, unless otherwise agreed with the managers, declare to the club all ships chartered by him.

**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 ship 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 ship:
 - (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 ship or a financial institution (or its subsidiary or affiliate) leasing the ship 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 the 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 the 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.
- 13.11 The contents of any communication between an insured party and the club is deemed to be within the knowledge of all insured parties.
- 13.12 The cover provided to joint entrants and co-assureds does not extend to any liabilities or disputes either among such joint entrants and co-assureds, or with the member.
- Charterer named as joint entrant or co-assured** 13.13
- a** 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:
- (1) an affiliated or associated charterer; or
 - (2) has contracted with the member or a joint entrant for the provision of services to or by the ship and that contract has been approved by the managers.
- 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.
- Group entries** 13.14 The managers may accept an entry on the basis that the ship is part of a group rating agreement and assess premium accordingly.
- 13.15 One person 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.
- 13.16 All persons entering 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 ships in the same group.

Affiliated and associated companies	13.17	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.
Breach of warranty	13.18	In the event of any breach of the warranties set out in rules 10.2, 11.5, 11.6 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 premium, including overspill calls, up to the time of the breach.
	13.19	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, including overspill calls, up to the time of the breach.
Assignment	14.1	No insurance given by the club and no interest under the 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: SHIP STANDARDS AND RISK REVIEWS

Classification and condition of ships

- 15.1** Unless otherwise agreed by the managers, the following are conditions of the insurance of every ship:
- (1)** the ship 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 ship 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 ship's class or approval, in the possession of any society/authority with which the ship 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 ship's flag state relating to the construction, adaptation, condition, fitment, equipment, manning and operation of the ship and must at all times maintain the validity of such statutory certificates as are required or issued by or on behalf of the ship's flag state, 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.

Ship 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 ship risk review in respect of an applicant's or member's ship within a specified period. In the light of such ship 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 ship is not made available for a ship 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 ship risk review has been carried out, unless the board otherwise determines.

Operational reviews	15.4	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.
Surveys following lay-up	15.5	In the event that a member has laid the ship up for more than 90 consecutive days he must, unless otherwise agreed by the managers, notify them of his intention to trade the ship at least seven days before she resumes trading. The managers may then require the member to have that ship undergo a ship risk review by a surveyor appointed by them. In the event that the member does not notify the club of his intention to trade the ship, no claim for recovery will be allowed unless the board otherwise determines.
Effect on terms of entry	15.6	In the light of a ship risk review or review of the member's operations, the managers may: <ul style="list-style-type: none"> (1) terminate the member's entry with immediate effect or from a time and date specified by a notice in writing to the member; or (2) amend, vary or impose conditions on the terms of entry as they see fit.
Effect of non-compliance	15.7	Any recommendations made by the managers or a surveyor following any ship 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.
Disclosure of survey reports	15.8	Every applicant or member: <ul style="list-style-type: none"> (1) consents to and authorises the disclosure by the managers to any insurer participating in the Pooling Agreement of any survey of a ship undertaken on behalf of the club; and (2) waives any rights or claims against the club or the managers of whatsoever nature arising in respect of or relating to the contents of or opinions expressed in any survey so disclosed.
	15.9	Such survey may only be disclosed to another insurer participating in the Pooling Agreement when an application for entry of such ship is made thereto; and the disclosure of the survey shall be for the limited purpose only of that insurer considering an application to enter such ship for insurance.

SECTION J: PERIOD OF INSURANCE

- Policy year**
- 16.1** Unless otherwise agreed at the time of entry or set out in the 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 the rules, from policy year to policy year.
- 16.2** If a member does not wish to continue the insurance in respect of the ship, he must give notice in writing to the managers not later than 30 days before the expiry of the period of insurance.
- 16.3** The ship may not be withdrawn at any other time or in any other manner except with the consent of the managers.
- Managers' notice**
- 16.4** The managers may, in respect of the ship, at any time and without giving any reason:
- (1)** 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
 - (2)** terminate the entry on 30 days' notice in writing given not later than 30 days before the expiry of the period of insurance.
- Pro-rata premium**
- 16.5** Subject to rules 18.8 and 21.1 to 21.8, a member is only liable for premiums in respect of the ship for the current policy year pro-rata for the period from the time stated in the member's certificate of entry until noon GMT:
- (1)** on the day ownership was legally transferred; or
 - (2)** on the day the ship became an actual or constructive total loss or such later date as the managers may determine; or
 - (3)** on the date of cessation of insurance.
- Cessation of insurance**
- 17.1** A member shall cease to be insured by the club in respect of any and all ships entered by him if:
- (1)** being an individual, he dies, becomes of unsound mind or bankrupt, or makes any arrangement with his creditors generally; or
 - (2)** 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.

- 17.2** A member shall cease to be insured by the club in respect of any ship entered by him if:
- (1)** he sells or assigns the whole or any part of his interest in the ship, 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
 - (2)** the ship 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 ship 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 ship, 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 ship 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 ship 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 ship 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 under rule 16.4, he remains liable for premium for the policy year in which the cessation occurs pro-rata only for the period beginning with the date of entry and ending with the date of termination.
- 17.7** 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 3.8.6 and 3.11, and on such other terms as may be agreed by the managers.

**Effect of
cancellation
of insurance**

- 17.8** When a member's insurance is cancelled under rule 17.3 then:
- (1)** subject to rules 21.1 to 21.8, if the cancellation occurs while the member is, but for the cancellation, insured, such member and his successors are, and remain, liable for all premium in respect of the policy year during which the date specified in the notice ('the date of cancellation') occurs pro-rata only for the period beginning with the date of entry and ending with the date of cancellation and in respect of previous policy years irrespective of whether or not notice has been given under rule 17.3;
 - (2)** if the cancellation occurs after the member has ceased to be insured for some other reason, such member and his successors remain liable for all premium as provided for in rule 17.5(1);
 - (3)** the club ceases to be liable for any claims in respect of any ships entered by such member:
 - a** which may arise by reason of any event occurring after the date of cancellation; or
 - b** 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
 - c** which may have accrued or arisen in any year other than one referred to in (3)b 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: PREMIUMS

Mutual premiums

18.1 Members who have ships entered in the club in respect of any policy year, not being a closed policy year, other than on fixed premium terms, insure each other against liabilities which they or any of them may incur or become liable to pay and contribute to the funds of the club required to meet:

- (1) all its liabilities and other outgoings, actual or anticipated;
- (2) all provisions the board deems it expedient to make.

18.2 Members agree to pay all premium and other sums determined by the board, in such manner and at such time as the board may require.

Estimated total premium

18.3 Before or at the beginning of each policy year, the club shall levy upon members an estimated total premium (ETP) calculated on the basis of the premium rating per entered ton. The board decides the number of installments in which payment is to be made and payment will be made accordingly unless otherwise agreed by the managers.

18.4 If at any time the board determines that the whole of the ETP is not required to meet the obligations of the club:

- (1) it may declare a discount of such percentage of the ETP as it may decide; and
- (2) the liability of the members to pay ETP under rule 18.3 shall be reduced accordingly.

18.5 Before the start of a policy year, the board may decide the percentage by which there is to be a general change in the premium ratings of all members. Unless otherwise agreed between the managers and a member, the premium ratings so changed will apply in respect of such policy year.

18.6 If a member ceases to be insured in respect of any ship before any installment of ETP becomes payable, the managers will, subject to rule 17.5(1), decide how and when any such sum is to be paid, provided that it will be immediately payable if the member has no other ships entered in the club, or subsequently withdraws all his ships.

Supplementary calls

18.7 The board may levy one or more supplementary calls in any open policy year if it determines that the funds or reserves of the club are insufficient for that year, or for any other purpose.

Laid-up returns

18.8 If a ship is laid-up in a safe port without any cargo on board for 30 or more consecutive days after finally mooring there, the member is, subject to rule 18.9, allowed a pro-rata return of premium up to a maximum rate of 75%. Any lay-up return is reduced pro-rata for any period of shifting within the port during lay-up.

Exclusions to rule 18.8

- (1) There shall be no return of overspill calls.
- (2) Unless otherwise agreed by the managers, there shall be no return if:

- a there are crew on board the ship other than for security or for maintenance necessary for the safety of the ship; or
- b repairs are carried out other than for the safety of the ship.

18.9 If a member does not notify and submit his claim for reimbursement to the managers in writing within three months under rule 16.5, or within three months of the end of the policy year under rule 18.8, no allowance or return shall be made unless the managers otherwise determine.

Releases

19.1 Upon the cessation of insurance of any ship, a member may be released from all further liability for premium to the club, other than in respect of any overspill call.

19.2 The managers will calculate the amount required to so release the member ('the release call') by reference to such percentage of the premium rating as the board may decide.

19.3 Within the time specified by the managers, the member may elect to pay either the release call or all further premium when due.

19.4 If the member elects to pay all further premium when due, he must, unless he has other ships remaining in the club under an owner's entry, provide at his own expense within the time specified by the managers, a guarantee acceptable to the managers for the full amount of the release call. If he fails to provide the guarantee within the time specified, the release call automatically becomes payable.

19.5 If during the period that the member is still liable to pay further premium he no longer has any ships remaining in the club under an owner's entry, he must immediately provide a guarantee acceptable to the managers for the full amount of all release calls in respect of all of his ships.

19.6 If, after the original release call is calculated, the board amends the release percentage, the managers may re-calculate the release call.

19.7 The managers may impose such other terms and conditions as they think fit.

19.8 A member who has paid a release call is under no liability for any premium in respect of any ship which is the subject of the release call assessed after the date of the release, other than for any overspill call, and has no right to share in any return of premium which the board may thereafter decide to make.

Payment

20.1.1 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.

- 20.1.2** 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.
- 20.1.3** 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** **20.2** The club is entitled to, and the member grants, a lien on the ship in respect of any amount owed by the member to the club.
- Closed policy years** **20.3** Subject to rules 21.9 to 21.12, the board may decide to close any policy year at any time.
- 20.4** If the premium obtained exceeds the liabilities and other outgoings falling upon the club for that year, the board may either carry the surplus to reserves or return it in whole or in part to the persons who paid such premium in proportion to the aggregate premium paid by them in such policy year.
- 20.5** If at any time after a policy year has been closed it appears to the board that the liabilities, other than overspill claims, and other outgoings arising in respect of the year exceed or are likely to exceed the premium, other than overspill calls, in respect of the year then the board may decide to provide for such deficiency by:
- (1)** utilising funds either from reserves or standing to the credit of any different closed policy year; or
 - (2)** levying one or more supplementary calls in respect of any open policy year.
- Reserves** **20.6** 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** **20.7** The funds of the club may be invested in any way the board may determine.
- 20.8** Unless the board otherwise determines, all funds relating to any policy year or reserve shall be pooled and invested as one fund.
- 20.9** The board may apply investment returns to any policy year or reserve as it thinks fit.

SECTION L: OVERSPILL CALLS AND CLAIMS

Payment

- 21.1** The funds required to pay any overspill claim incurred by the club shall be provided:
- (1)** from such sums as the club is able to recover from the other parties to the Pooling Agreement as their contributions to the overspill claim; and
 - (2)** from such sums as the club is able to recover from any special insurance which may, in the determination of the board, have been effected to protect the club against the risk of payments of overspill claims; and
 - (3)** from such proportion as the board determines of any sums standing to the credit of such reserves as the board may have established; and
 - (4)** by levying one or more overspill calls in accordance with rules 21.4 to 21.7, irrespective of whether the club has sought to recover or has recovered all or any of the sums referred to in rule 21.1(2) but provided the board shall first have made a determination in accordance with rule 21.1(3); and
 - (5)** from any interest accruing to the club on any funds provided as aforesaid.
- 21.2** The funds required to pay such proportion of any overspill claim incurred by any other party to the Pooling Agreement which the club is liable to contribute under the terms of the Pooling Agreement shall be provided in the manner specified in rules 21.1(1) to (5).
- 21.3** To the extent that the club intends to provide funds required to pay any overspill claim incurred by it in the manner specified in rule 21.1(4), the club shall only be required to pay such overspill claim as and when funds are received by it, provided that it can show from time to time that, in seeking to collect such funds, it has taken the steps referred to in rules 22.3(1) and (2).

Levying

- 21.4** If the board shall:
- (1)** at any time determine that funds are or may in future be required to pay part of an overspill claim (whether incurred by the club or by any other party to the Pooling Agreement); and
 - (2)** have made a declaration under rule 21.9 or 21.11 that a policy year shall remain open for the purpose of levying an overspill call or calls in respect of that overspill claim;
- it may, at any time or times after such declaration has been made, levy one or more overspill calls in respect of that overspill claim in accordance with rule 21.5.

- 21.5** The board shall levy any such overspill call:
- (1)** on all members entered in the club on the overspill claim date in respect of ships entered by them at that time, notwithstanding the fact that, if the overspill claim date shall be in a policy year in respect of which the club has made a declaration under rule 21.11, any such ship may not have been entered in the club at the time the relevant event occurred; and
 - (2)** at such percentage of the Convention Limit of each such ship as the board shall decide.
- 21.6** An overspill call shall not be levied in respect of any ship entered on the overspill claim date with an overall limit of cover equal to or less than the group reinsurance limit.
- 21.7** The board shall not levy on any member in respect of the entry of any one ship an overspill call or calls in respect of any one overspill claim exceeding in the aggregate 2.5% of the Convention Limit of that ship.
- 21.8** If at any time after the levying of an overspill call upon the members entered in the club in any policy year, it shall appear to the board that the whole of such overspill call is unlikely to be required to meet the overspill claim in respect of which such overspill call was levied, the board may decide to dispose of any excess which in the opinion of the board is not so required in one or both of the following ways:
- (1)** by transferring the excess or any part thereof to reserves in accordance with rule 20.6; or
 - (2)** by returning the excess or any part thereof to those members who have paid that overspill call in proportion to the payments made by them.
- 21.9** If at any time prior to the expiry of a period of 36 months from the commencement of a policy year ('the relevant policy year'), any of the parties to the Pooling Agreement sends a notice ('an overspill notice') in accordance with the Pooling Agreement that an event has occurred in the relevant policy year which has given or at any time may give rise to an overspill claim, the board shall as soon as practicable declare that the relevant policy year shall remain open for the purpose of levying an overspill call or calls in respect of that claim and the relevant policy year shall not be closed for the purpose of making an overspill call or calls in respect of that claim until such date as the board shall determine.
- 21.10** If at the expiry of the period of 36 months provided for in rule 21.9, no overspill notice as therein provided for has been sent, the relevant policy year shall be closed automatically for the purpose of levying overspill calls only, whether or not closed for any other purposes, such closure to have effect from the date falling 36 months after the commencement of the relevant policy year.

Closing of policy years

Security

- 21.11** If at any time after a policy year has been closed in accordance with rules 21.9 and 21.10, any of the parties to the Pooling Agreement sends an overspill notice in accordance with the Pooling Agreement that an event has occurred in that policy year which has given or at any time may give rise to an overspill claim, the board shall as soon as practicable declare that the earliest subsequent open policy year (not being a policy year in respect of which the board has already made a declaration in accordance with rule 21.9 or 21.11) shall remain open for the purpose of levying an overspill call or calls in respect of that claim and such open policy year shall not be closed for the purpose of making an overspill call or calls in respect of that claim until such date as the board shall determine.
- 21.12** A policy year shall not be closed for the purpose of levying overspill calls save in accordance with rules 21.9 to 21.12.
- 21.13** If:
- (1)** the board makes a declaration in accordance with rule 21.9 or 21.11 that a policy year shall remain open for the purpose of levying an overspill call or calls; and
 - (2)** a member who is liable to pay any such overspill call or calls as may be levied by the board in accordance with rules 21.1 to 21.8 ceases or has ceased to be insured by the club for any reason, or the board determines that the insurance of any such member may cease
- the board may require such member to provide to the club by such date as the board may determine ('the due date') a guarantee or other security in respect of the member's estimated future liability for such overspill call or calls, such guarantee or other security to be in such form and amount ('the guarantee amount') and upon such terms as the board may deem to be appropriate in the circumstances.
- 21.14** Unless and until such guarantee or other security as is required by the board has been provided by the member, the member shall not be entitled to recovery from the club of any claims whatsoever and whensoever arising in respect of any and all ships entered in the club for any policy year by him or on his behalf.
- 21.15** If such guarantee or other security is not provided by the member to the club by the due date, a sum equal to the guarantee amount shall be due and payable by the member to the club on the due date, and shall be retained by the club as a security deposit on such terms as the board may deem to be appropriate in the circumstances.
- 21.16** The provision of a guarantee or other security as required by the board, including a payment in accordance with rule 21.15, shall in no way restrict or limit the member's liability to pay such overspill call or calls as may be levied by the club in accordance with rules 21.1 to 21.8.

- Recoverability 22.1** Without prejudice to any other applicable limit, any overspill claim incurred by the club shall not be recoverable from the club in excess of the aggregate of:
- (1)** that part of the overspill claim which is eligible for pooling under the Pooling Agreement but which, under the terms of the Pooling Agreement, is to be borne by the club; and
 - (2)** the maximum amount that the club is able to recover from the other parties to the Pooling Agreement as their contributions to the overspill claim.
- 22.2** The aggregate amount referred to in rule 22.1 shall be reduced to the extent that the club can evidence:
- (1)** that costs have been properly incurred by it in collecting or seeking to collect:
 - a** overspill calls levied to provide funds to pay that part of the overspill claim referred to in rule 22.1(1); or
 - b** the amount referred to in rule 22.1(2); or
 - (2)** that it is unable to collect an amount equal to that part of the overspill claim referred to in rule 22.1(1) which it had intended to pay out of the levy of overspill calls because any overspill calls so levied, or parts thereof, are not economically recoverable, provided that if, due to a change in circumstances, such amounts subsequently become economically recoverable, the aggregate amount referred to in rule 22.1 shall be reinstated to that extent.
- 22.3** In evidencing the matters referred to in rule 22.2(2), the club shall be required to show that:
- (1)** it has levied overspill calls in respect of the overspill claim referred to in rule 22.1 on all members entered in the club on the overspill claim date in accordance with and in the maximum amounts permitted under rules 21.1 to 21.8; and
 - (2)** it has levied those overspill calls in a timely manner, has not released or otherwise waived a member's obligation to pay those calls and has taken all reasonable steps to recover those calls.
- 22.4** To the extent that the club intends to provide funds required to pay any overspill claim incurred by it in the manner specified in rule 21.1(4), the club shall only be required to pay such overspill claim as and when such funds are received by it, provided that it can show from time to time that, in seeking to collect such funds, it has taken the steps referred to in rules 22.3(1) and (2).

**Collectability of
overspill calls**

- 22.5** Any of the issues referred to in rule 22.6 on which the club and a member cannot agree shall be referred to a panel constituted in accordance with arrangements established in the Pooling Agreement ('the Panel') which, acting as a body of experts and not as an arbitration tribunal, shall determine the issue.
- 22.6** Rules 22.6 to 22.17 shall apply to any issue of whether, for the purpose of applying any of rules 22.2, 22.3 and 22.4 in relation to any overspill claim ('the relevant overspill claim'):
- (1)** costs have been properly incurred in collecting or seeking to collect overspill calls; or
 - (2)** any overspill call or part thereof is economically recoverable; or
 - (3)** in seeking to collect the funds referred to in rule 21.4, the club has taken the steps referred to in that rule.
- 22.7** If the Panel has not been constituted at a time when a member wishes to refer an issue to it, the board shall, on request by the member, give a direction for the constitution of the Panel as required under the Pooling Agreement.
- 22.8** The board may, and on the direction of the member shall, give such direction as is required under the Pooling Agreement for the formal instruction of the Panel to investigate any issue and to give its determination as soon as reasonably practicable.
- 22.9** The Panel shall in its discretion decide what information, documents, evidence and submissions it requires in order to determine an issue and how to obtain these, and the board and the member shall co-operate fully with the Panel.
- 22.10** In determining any issue referred to it under rules 22.6 to 22.17, the Panel shall endeavour to follow the same procedures as it follows in determining issues arising in respect of the relevant overspill claim which are referred to it under the Pooling Agreement.
- 22.11** In determining an issue, the members of the Panel:
- (1)** shall rely on their own knowledge and expertise; and
 - (2)** may rely on any information, documents, evidence or submission provided to them by the club or the member as they see fit.
- 22.12** If the three members of the Panel cannot agree on any matter, the view of the majority shall prevail.
- 22.13** The Panel shall not be required to give reasons for any determination.

- 22.14** The Panel's determination shall be final and binding upon the club and the member, subject only to rule 22.15, and there shall be no right of appeal from such determination.
- 22.15** If the Panel makes a determination on an issue referred to in rules 22.6(2) or (3), the board or the member may refer the issue back to the Panel, notwithstanding rule 22.14, if it considers that the position has materially changed since the Panel made its determination.
- 22.16** The costs of the Panel shall be paid by the club.
- 22.17** Costs, indemnities and other sums payable to the Panel by the club in relation to any overspill claim, whether the reference to the Panel has been made under rules 22.6 to 22.17 or under the Pooling Agreement, shall be deemed to be costs properly incurred by the club in respect of that overspill claim for the purposes specified in rule 22.2(1).

SECTION M: GENERAL TERMS AND CONDITIONS

- Powers of board and managers**
- 23.1** Whenever any power under the 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 23.1(1), it is exercisable by the managers, or by any authorised employee or agent.
- 23.2** Any power referred to in rule 23.1 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.
- 23.3** Whenever the managers' agreement or approval is required by the 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**
- 23.4** 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**
- 24.1** All notices and documents required by the rules to be given to the club or to the managers must be in writing and addressed to the managers.
- 24.2** All notices and documents required by the 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 ship has been entered in the club.
- 24.3** 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**
- 24.4** 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**
- 24.5** 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.

**Law and
jurisdiction**

- 25.1** 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.
- 25.2** If any other dispute between an insured party and the club arises out of or in connection with the rules, other than an issue referred to in rule 22.6, 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.
- 25.3** 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.
- 25.4** If, after the dispute has been referred to the board in accordance with rule 25.2, 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.
- 25.5** 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 N: DEFINITIONS

26 In the rules the following words and expressions have the following meanings:

The rules: the P&I class 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 ship 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.

Cargo: goods (other than a container supplied by or on behalf of a member) carried under a contract of carriage.

Certificate of entry: a document issued pursuant to rule 12.1 including any endorsement thereto.

Charterer's entry: an entry which has a charterer, not being a bareboat or demise charterer, as member.

Container: any device or receptacle in or on which cargo is carried and which is either designed to be, or expected to be, carried in the ship.

Convention Limit: in respect of a ship, the limit of liability of the shipowner for claims (other than claims for loss of life or personal injury) at the overspill claim date, calculated in accordance with Article 6 paragraph 1(b) (but applying 334 SDRs to each ton up to 500 tons) of the International Convention on Limitation of Liability for Maritime Claims 1976 ('the Convention') and converted from SDRs into US dollars at the rate of exchange conclusively certified by the board as being the rate prevailing on the overspill claim date, provided that, where a ship is entered for a proportion ('the relevant proportion') of its tonnage only, the Convention Limit shall be the relevant proportion of the limit of liability calculated and converted as aforesaid, and each ship shall be deemed to be a seagoing ship to which the Convention applies, notwithstanding any provision in the Convention to the contrary.

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

Demise or bareboat charterer: a charterer who has sole possession of the ship 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.

General excess loss reinsurance contract: the excess of loss reinsurance policies as defined in the Pooling Agreement.

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

Group reinsurance limit: the amount of the smallest claim (other than any claim, and excluding any part of a claim, arising in respect of oil pollution), including the costs and expenses associated therewith, incurred by the club or by any other party to the Pooling Agreement which would exhaust the largest limit for any type of claim (other than a claim arising in respect of oil pollution) from time to time imposed in the general excess loss contract provided that, for the purpose of this definition, all claims (other than claims or parts of claims arising in respect of oil pollution) incurred by the club or by any other party to the Pooling Agreement under the entry of any one ship arising from any one event including any claim in respect of liability for the removal or non-removal of any wreck shall be treated as if they were one claim.

Hague Rules: the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.

Hague-Visby Rules: the Hague Rules as amended by the Protocol Convention signed at Brussels on 23 February 1968.

Hull policies: the policies covering the hull and machinery of a ship, including excess liability policies.

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

Knock-for-knock: a provision stipulating (1) that each party to a contract shall be similarly responsible for loss of or damage to, and/or death of or injury to, any of its own property or personnel, and/or the property or personnel of its contractors and/or of its or their sub-contractors and/or of other third parties, and (2) that such responsibility shall be without recourse to the other party and arise notwithstanding any fault or neglect of any party and (3) that each party shall, in respect of those losses, damages or other liabilities for which it has assumed responsibility, correspondingly indemnify the other party against any liability that that party shall incur in relation thereto.

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.

Overspill call: a call levied by the club pursuant to rule 21.5 for the purpose of providing funds to pay all or part of an overspill claim.

Overspill claim: that part, if any, of a claim (other than a claim arising in respect of oil pollution) incurred by the club or by any other party to the Pooling Agreement under the terms of entry of a ship which exceeds or may exceed the group reinsurance limit provided that, for the purpose of this definition, all claims (other than claims or parts of claims arising in respect of oil pollution) incurred by the club or by any other party to the Pooling Agreement under the entry of any one ship arising from any one event including any claim in respect of liability for the removal or non-removal of any wreck shall be treated as if they were one claim.

Overspill claim date: in relation to any overspill call the time and date on which there occurred the event giving rise to the overspill claim in respect of which the overspill call is made or, if the policy year in which such event occurred has been closed in accordance with rules 21.9 and 21.10, noon GMT on 20 August of the policy year in respect of which the club makes a declaration under rule 21.11.

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

Owner's entry: an entry other than a charterer's entry.

Passenger: any person carried or intended to be or having been carried on board the ship by virtue of a passenger contract.

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.

Pooling Agreement: the Pooling Agreement between the International Group of P&I clubs for the policy year in question.

Premium: includes estimated total premium, supplementary calls, overspill calls and any other premium which may be due from a member.

Premium rating: in relation to the ship (not being a ship entered under rule 11 on terms where a fixed premium is payable) the rate per entered ton determined in accordance with rule 18.

Ship: any ship, boat, hydrofoil, hovercraft or any other description of vessel, whether completed or under construction, (including a lighter, barge or similar vessel howsoever propelled but excluding a fixed platform, a fixed rig and a wing-in-ground craft) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part of such ship, or any proportion of the tonnage thereof or any share therein.

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

STOPIA: Small Tanker Oil Pollution Indemnification Agreement 2006 as amended.

The ship: a ship which has been entered in the club for insurance.

Tonnage: the gross tonnage of a ship as stated in the Certificate of Registry or other official document relating to the registration of the ship.

TOPIA: Tanker Oil Pollution Indemnification Agreement 2006 as amended.

Towage: any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by a ship or object.

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 ship's flag state.

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

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 Ireland DAC

Rules of the Protection and Indemnity Class

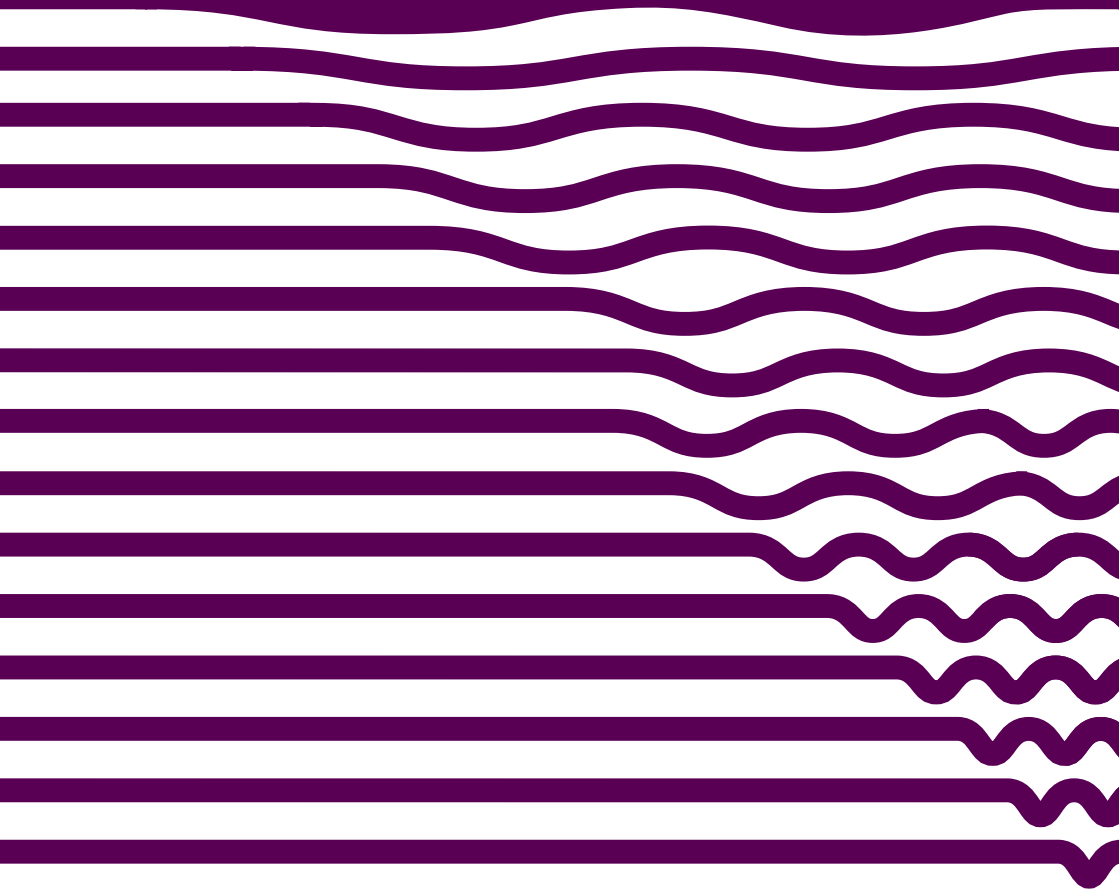
The rules of The Standard Club Ireland DAC shall be the same as the rules of The Standard Club UK Ltd amended and varied as follows:

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.

London Class P&I and Defence
Rules and Correspondents

03

Defence Rules



SECTION A: INSURANCE

- 1.1** These rules, which are subject to the articles, contain the terms upon which Defence cover is given by the club.
- 1.2** The risks for which a member is insured are set out in rule 3.
- 1.3** Rules 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24 and 25 of the P&I class, insofar as not inconsistent, are incorporated in and form part of these rules.
- 1.4** The definitions in rule 26 of the P&I class are, to the extent they are applicable, incorporated in and form part of these rules.

SECTION B: SCOPE OF COVER, RECOVERY AND LIMITS

- 2.1** The costs in respect of which a member is insured are those authorised by the managers in their discretion and incurred in pursuing or defending claims, disputes or proceedings. Such costs include any which the member may become liable to pay to any third party under any order or agreement.
- 2.2** The costs must relate to a cause of action arising during the period of the ship's entry in the club and must arise out of or in relation to the operation or chartering by the member of the ship.
- 2.3** When considering whether to authorise any costs in respect of any matter, the managers may take into account, among other issues:
- (1)** the merits
 - (2)** the enforceability of any claim
 - (3)** the costs, actual or anticipated
 - (4)** the effect on the financial position of the class or club
 - (5)** whether the member exercised reasonable care in the chartering, control or management of the ship.
- 2.4** The managers may, at any time, decline or limit the reimbursement of any costs in respect of any matter, notwithstanding that they may previously have authorised reimbursement in connection with the same matter.
- 2.5** A member's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in the rules and his certificate of entry.
- 2.6** 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.
- 2.7** Unless and to the extent that the managers otherwise determine, the costs for which the member is insured shall be limited to US\$5 million any one claim, dispute or proceeding.

SECTION C: RISKS COVERED

- 3 Costs in respect of claims, disputes or proceedings brought by or against a member relating to:
 - 3.1 any charterparty, contract of affreightment, bill of lading or other contract
 - 3.2 detention or loss of use of, or delay to, the ship
 - 3.3 the provision of supplies
 - 3.4 maintenance of or repair to the ship
 - 3.5 loss of or damage to the ship

Exclusion to rules 3.4 and 3.5

The club will only cover a member for costs in relation to a claim within any franchise or deductible under a hull policy if and to the extent that such franchise or deductible does not or is deemed not to exceed US\$100,000 in respect of each incident.

- 3.6 cargo operations
- 3.7 charges, disbursements or accounts
- 3.8 amounts due from or to underwriters or brokers
- 3.9 salvage, pilotage or towage services rendered by or to the ship
- 3.10 claims by or against any person
- 3.11 the mortgage of the ship
- 3.12 representation at official investigations or enquiries
- 3.13 claims by or against any customs, port, governmental or local authority
- 3.14 the building, modification, purchase or sale of the ship.

Exclusions to rule 3.14

- (1) there is no cover for claims arising out of a contract for the building or modification of the ship or in respect of a contract for the purchase of the ship, for claims arising before delivery of the ship to the member, unless the entry is made effective from the date of the relevant contract, or on such terms as the managers may agree;
 - (2) where a limit has been stipulated in respect of claims, it applies in the aggregate to all claims in respect of all ships entered by the insured parties or associated or affiliated companies arising out of any one contract or series of related contracts unless otherwise agreed by the managers.
- 3.15 all other matters in respect of which a member should, in the opinion of the board, be supported by the club.

SECTION D: EXCLUDED RISKS

Risks covered by insurances

- 4 The club will not cover a member in respect of any of the costs for which he would be covered, or could be covered subject to a discretion contained within the risk, if the ship were:
- (1) fully entered in The Standard Club UK Ltd or other insurer affording equally wide cover;
 - (2) fully entered in the War Risks Class of The Standard Club UK Ltd or other insurer affording equally wide cover.

The Standard Club Ireland DAC

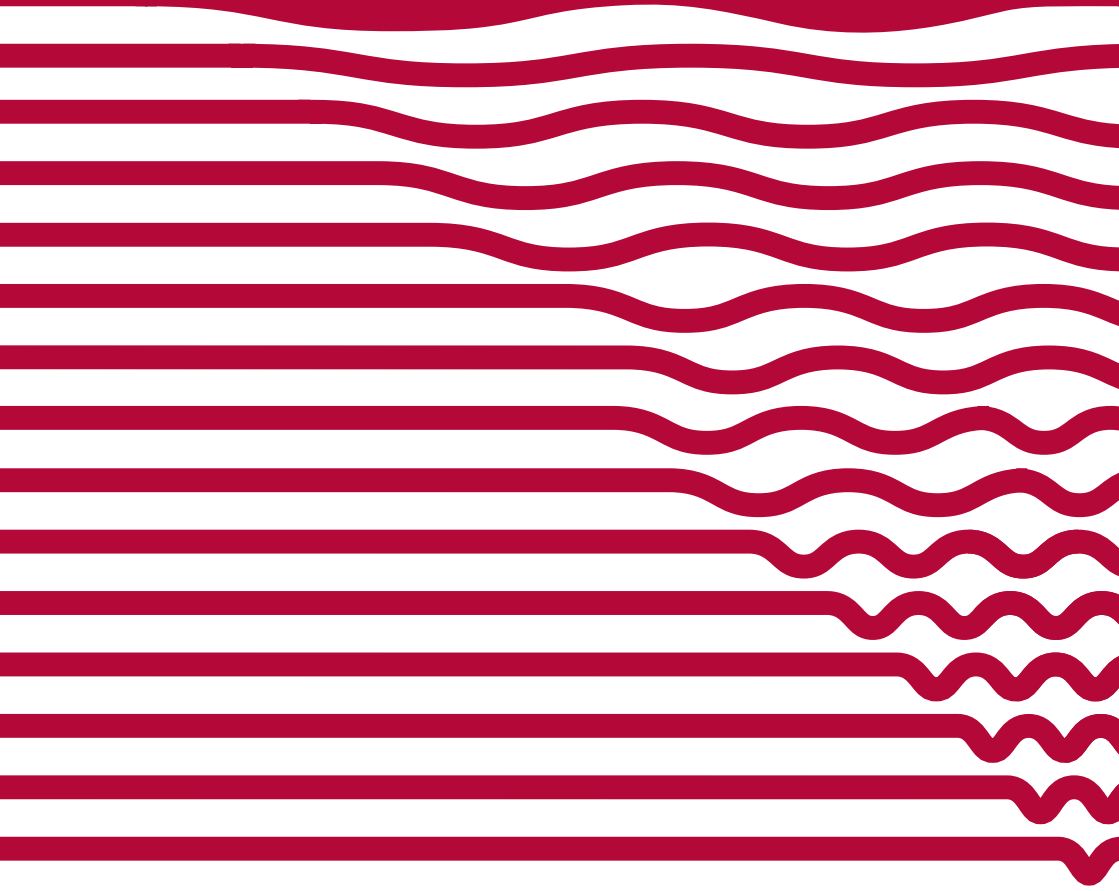
Rules of the Defence Class

The rules of The Standard Club Ireland DAC shall be the same as the 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.

04

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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.

Maritime Labour Convention extension clause 2019

- | | | |
|-------------------|----------|---|
| Cover | 1 | <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">(a) 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(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. |
| | 2 | <p>The member shall reimburse the club in full:</p> <ul style="list-style-type: none">(a) 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(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. |
| Exclusions | 3 | <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> |
| | 4 | <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">(a) any chemical, biological, bio-chemical or electromagnetic weapon(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. |

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 UK, the USA, France, the Russian Federation, the People's Republic of China;
 - (ii) in respect of any ship, in connection with which cover is granted hereunder, in the event of such ship 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 UK, the USA, 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 4.4, 4.8, 6.22 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 25.
- 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.

Through transport extension clause 2019

Cover	1	Liabilities arising out of the carriage of any cargo or container by or on behalf of a member in respect of:
	1.1	the injury, illness or death of any person, not being a person specified in rules 3.1 to 3.3
	1.2	loss of or damage to any property, other than any cargo carried or intended to be carried by or on behalf of the member or any container owned, hired or used by the member
	1.3	the necessary disinfection of any cargo or container under public health regulations, or otherwise directly consequent upon compliance by a member with any public health regulations after deducting the ordinary expenses which would have been incurred in any event apart from the outbreak of disease or the application of such regulations.
	1.4	Fines imposed for any offence not covered under rule 3.16 relating to the carriage of any cargo or container by or on behalf of a member.
Exclusions	2	There shall be no recovery:
	2.1	under paragraphs 1.1 or 1.2: (1) unless the cargo or container is intended to be, or has been, carried on the ship; or (2) in respect of any liabilities which would not have arisen but for the terms of any contract or indemnity, unless the contract or indemnity has been approved by the managers.
	2.2	under paragraph 1.1 in respect of liability to any person employed by the member (other than crew) unless the managers have agreed that the member's cover includes insurance in respect of liability to his employees
	2.3	under paragraphs 1.1 to 1.4 in respect of liabilities: (1) for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover; (2) relating to any of the risks which are excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers.
	3	The exclusions to rule 3.16 apply to any claim under paragraph 1.4.
Deductible and limit of cover	4	The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.

Contractual extension clause 2019

Cover	1	Liabilities insofar as they fall within the standard cover under rule 3, but which arise under the terms of an indemnity or contract falling outside the standard rule 3 risks. The terms of any such indemnity or contract made by the member must have been approved by the managers. Cover is limited to such sum and to such of the liabilities covered under rule 3 (and not excluded in the member's terms of entry) as may be agreed by the managers.
Exclusions	2	<p>There shall be no recovery for liabilities:</p> <ul style="list-style-type: none">(1) for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover;(2) relating to any of the risks which are excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers;(3) or losses accepted, assumed or incurred by the member:<ul style="list-style-type: none">(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.
Deductible and limit of cover	3	The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.

Salvors' extension clauses 2019

- Cover**
- 1 Liabilities which a member, being a professional salvor, may incur arising out of salvage operations performed by him where the ship is a salvage tug or other ship intended to be used in salvage operations, but only where such cover has been first agreed by the managers. Such liabilities must relate to the risks set out in rule 3.
 - 2 Liabilities in respect of oil pollution arising out of salvage operations where such liabilities do not arise in relation to the ship but arise in connection with the member's business as a professional salvor.
 - 3 Liabilities other than oil pollution arising out of salvage operations where such liabilities do not arise in relation to the ship but arise in connection with the member's business as a professional salvor.
- Exclusions**
- 4 There shall be no recovery under paragraphs 2 and 3 for liabilities assumed under contract where they would not have arisen but for the existence of such a contract, unless they are assumed in respect of sub contractors' tortious and/or statutory liability.
 - 5 There shall be no recovery under paragraphs 1 to 3 for liabilities:
 - (1) for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover;
 - (2) relating to any of the risks which are otherwise excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers.
 - 6 Unless otherwise agreed by the managers, it is a condition precedent of any insurance under paragraphs 2 and 3 that the member and any subsidiary, holding or associated company shall, at the time when the insurance is given, and thereafter within 30 days before the beginning of each policy year, apply to enter in the club every ship intended to be used in connection with salvage operations of which it is then the owner or operator.
- Deductible and limit of cover**
- 7 The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.

Cargo deviation clause 2019

Cover	1	Liabilities under rules 3.13 and 3.14 where such liabilities fall within the scope of exclusions (2) to (12) of rule 3.13, and exclusion (1) of rule 3.14.
Exclusions	2.1	Unless otherwise agreed by the managers, the member shall only be entitled to recover in respect of any liabilities, costs or expenses under paragraph 1 if the member has no recourse to recover such sums from any other party and, where such recourse may be subject to the exercise of discretion by another party, then it shall be a condition precedent to recovery under paragraph 1 that such discretion shall first have been exercised.
	2.2	Excluding liabilities covered elsewhere under the rules and the member's certificate of entry.
	2.3	Excluding liabilities for any loss or damage arising from: (1) inherent quality, defect or vice of cargo (2) rusting, electronic and mechanical derangement, unless caused by an external peril (3) delay and/or loss of market.
	3	Where cover under this extension is provided in respect of a ship which is not entered with the club, the member and each joint entrant warrant that they have not and will not disclose the existence and/or the terms of this policy without the prior written approval of the managers.
Deductible and limit of cover	4	The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.

Charterers' liability for damage to hull clause 2019

Cover	1	The member's liability as charterer of a ship (other than as bareboat or demise charterer) for:
	1.1	loss or damage to the ship.
	1.2	damages for detention or loss of use or hire or demurrage paid or due to the owner for a period during which the use of the ship is lost or the performance impaired as a result of physical damage to the ship.
	1.3	salvage, salvage charges and/or general average contributions in respect of charterers' freight at risk and/or charterers' bunkers and/or the ship, following loss of or damage to the ship.
	2	Cover is extended to indemnify the member as charterer (other than as bareboat or demise charterer) in respect of:
		(1) extraordinary costs and expenses reasonably and necessarily incurred by the member in order to remove from the ship off-specification bunkers and/or lubricating oil, even in circumstances where there has been no physical damage to the ship, including costs and expenses reasonably and necessarily incurred in: <ul style="list-style-type: none">(a) replacing such off-specification bunkers so removed with new and sound bunkers (but excluding the cost of the new and sound bunkers);(b) the lawful disposal of such off-specification bunkers or lubricating oil;(c) cleaning any part of the ship as a result of such off-specification bunkers or lubricating oil.
	(2) loss or damage to his bunkers on the chartered ship as a consequence of a casualty including fire, grounding, stranding, collision or total loss of the chartered ship.	
Exclusions	3	There shall be no recovery for liabilities:
		(1) for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover;
		(2) relating to any of the risks which are otherwise excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers.
Deductible and limit of cover	4	The applicable deductible and limit of cover shall be that set out in the member's certificate of entry.

Offshore extension clauses 2019

Cover		Insofar as they fall within the standard risks set out in rule 3, cover is extended to include:
Specialist operations	1	Liabilities incurred by the member during the course of performing specialist operations to the extent that such liabilities arise as a consequence of claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations. However, there shall be no recovery for any liabilities excluded by rule 5.11 (2) or (3).
Underwater vehicles	2	Liabilities incurred by the member in connection with any claim brought against him arising out of the operation by him of underwater vehicles (including but not limited to submarines, minisubmarines, remotely operated vehicles, autonomous underwater vehicles, sea-ploughs, scarabs, diving bells and similar equipment). However, there shall be no recovery for any loss of or damage to underwater vehicles being operated by the member.
Divers	3	Liabilities incurred by the member in connection with any claim brought against him arising out of the activities of professional or commercial divers where he is responsible for such activities. However, there shall be no recovery for the injury, illness or death of divers where the member's liability arises under a contract and would not have arisen in the absence of such contract.
Property on board	4	Liabilities in respect of loss of or damage to property, other than cargo, stores or fuel, in the member's care, custody and control on board or being used from the ship where such liabilities are incurred pursuant to the terms of an indemnity or contract made by the member provided that the indemnity or contract has been approved by the managers in advance.
Exclusions	5	<p>There shall be no recovery under paragraphs 1 to 4 for liabilities:</p> <ol style="list-style-type: none">(1) for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover.(2) relating to any of the risks which are otherwise excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers;(3) or losses accepted, assumed or incurred by the member:<ol style="list-style-type: none">(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.
Deductible and limit of cover	6	The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.

P&I war risks clause 2019

Cover	1.1	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.
	1.2	This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.
Excluded areas	2.1	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.
	2.2	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.
	2.3	Unless and to the extent that the board otherwise decides there shall be no recovery from the club in respect of any claim arising out of any event within the said places or areas after such date.
Cancellation	3	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 such notice is issued by or to the club). The club agrees to reinstate cover subject to agreement with the member prior to the expiry of such notice as to new terms of entry.
Automatic termination of cover	4	Whether or not notice of cancellation has been given, cover shall terminate automatically:
	4.1	upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	4.2	in respect of any ship if she is requisitioned either for title or use.
Five powers war and nuclear exclusions	5	This cover excludes:
	5.1	loss, damage, liability or expense arising from:
	5.1.1	the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	5.1.2	requisition for title or use;
	5.2	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:

	5.2.1	ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
	5.2.2	the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
	5.2.3	any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
	5.2.4	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 ship.
Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion	6	This paragraph shall override 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.
	7	In no case shall this cover provide insurance for any losses, liabilities, costs or expenses if the provision of such insurance would create a liability for the member under TOPIA 2006 to contribute to the IOPC Supplementary Fund in respect of pollution damage caused by terrorism.
Deductibles	8.1	The cover shall apply, any one event, in excess of the greater of:
	8.1.1	US\$50,000; or
	8.1.2	the proper value of the ship (proper value meaning the market value of the ship free of any commitment; where the proper value exceeds US\$100 million, the proper value will be deemed to be US\$100 million); or
	8.1.3	the amount recoverable under any other policy of insurance, whether of war risks or otherwise.
	8.2	Under a charterer's entry the cover shall apply, any one event, in excess of the greater of the deductible set out in the member's certificate of entry or US\$50,000.

Limit of cover

- 9.1** Subject to paragraph 9.2, the limit of club cover shall be US\$500 million any one event or series thereof in the aggregate or any lesser amount specified in the certificate of entry.
- 9.2** In the event that there is more than one entry by any person for P&I war risks cover in respect of the same ship with the club and/or any other insurer participating in the Pooling Agreement or general excess loss reinsurance contract, the aggregate recovery in respect of all liabilities arising under such entries shall not exceed the amount stipulated in paragraph 9.1, and the liability of the club under each such entry shall be limited to such proportion of that limit as the claims arising under that entry bear to the aggregate of all such claims recoverable from the club and any such other insurer.

War risks clause for additional covers 2019

Cover	1	Such liabilities as would be covered by the club but for the exclusion of war risks in rule 4.3, but only in respect of any special risks set out in the certificate of entry beyond the standard risks provided by the rules without amendment other than such as may be covered under the Maritime Labour Convention extension clause 2019.
Excluded areas	2.1	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.
	2.2	Unless otherwise agreed by the managers, 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.
Cancellation	3	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.
Automatic termination of cover	4	Whether or not such notice of cancellation has been given, cover hereunder shall terminate automatically:
	4.1	upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	4.2	in respect of any ship in the event she is requisitioned for title or use.
Five powers war and nuclear exclusions	5	This cover excludes:
	5.1	loss, damage, liability or expense arising from:
	5.1.1	the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	5.1.2	requisition for title or use;
	5.2	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:
	5.2.1	ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
	5.2.2	the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or

- 5.2.3** any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- 5.2.4** 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 ship.
- Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion**
- 6** This paragraph 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.
- Charterers’ liability for damage to hull**
- 7.1** Notwithstanding paragraph 2.1 but without prejudice to paragraphs 3, 4, 5 and 6, rules 4.3, 4.5, 4.6 and 4.7 shall not apply to a ship chartered to the member in respect of liabilities and losses covered under the charterers’ liability for damage to hull clause 2019 if:
- 7.1.1** the ship is chartered on terms to the effect that:
- (1)** the owner is entitled to refuse to send the ship to any place that is dangerous by reason of war risks (as defined in any current standard war risks insurance policy); and
 - (2)** the owner is in any event entitled to insure his interests against such war risks; and
 - (3)** the member is liable to reimburse the owner in respect of any war risks premium incurred as a result of the ship being ordered to or employed in such place,
- or on terms no less favourable to the member as regards his liability for loss or damage caused by war risks; or
- 7.1.2** having given the managers as soon as practicable notice of any voyage or deviation to, or presence within, any place specified in paragraph 2.1, the member has paid such additional premium as the managers may impose.

	7.2	In the event of the member not requiring war risks cover for a ship sailing to or remaining in a place or area determined in accordance with paragraph 2.1, he shall so advise the managers before the commencement of the voyage or deviation and the managers shall determine whether and on what terms war risks cover shall be reinstated.
Maintenance of standard hull war risks cover	8	Where the ship 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 ship and this cover will respond only in excess of claims recoverable thereunder.
Deductible	9	The deductible shall be that applicable to the relevant special risks set out in the member's certificate of entry.
Limit of cover	10	The limit of club cover shall be that of the relevant special risks set out in the certificate of entry or US\$100 million, any one event, or series thereof in the aggregate, whichever is the lesser.

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 a club (other than under rule 3.20)
- 1.2** where such liability is not recoverable under either:
- (1)** cover provided by the club for such liabilities and losses as would be covered under the rules but for the exclusion of war risks in rule 4.3; or
 - (2)** any underlying war risks policies covering the same risks,
- 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, computer system, computer software programme, malicious code, computer virus or process or any other electronic system,
- 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 ship 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.

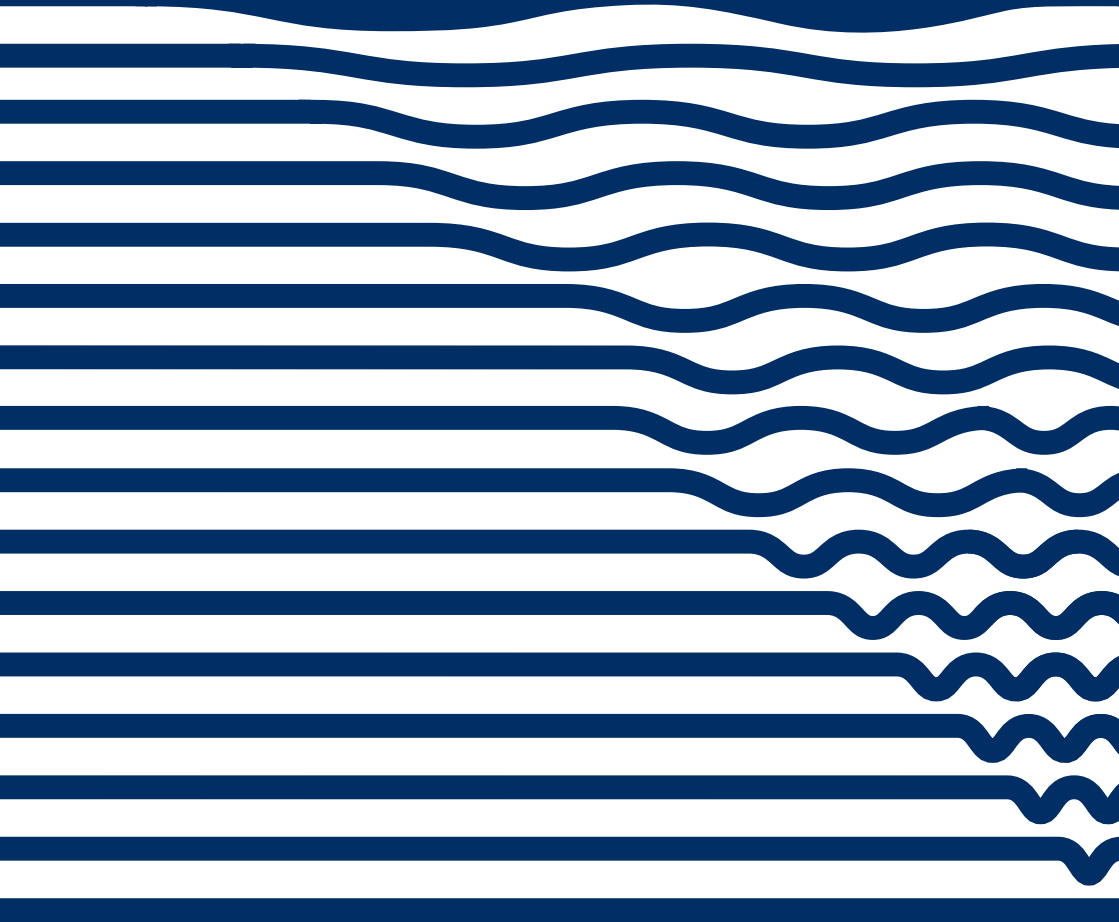
Cancellation	3	Cover may by notice to the member be cancelled by the club from a date and time specified by the managers, not being less than 24 hours from midnight on the day notice of cancellation is given to the member.
Deductible	4	The deductible is that applicable to the relevant cover set out in the certificate of entry.
Limit of cover	5.1	Subject to paragraph 5.2, the limit of club cover under this extension in respect of all claims shall be in the aggregate US\$30 million each ship any one event.
	5.2	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 ship with the club and/or any other insurer participating in the Pooling Agreement or general excess loss reinsurance contract, 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 and any such other insurer.

Obstruction of waterways and strikes extension clause 2019

Cover	1.1	Financial losses incurred by the member as a direct consequence of the ship being prevented from proceeding to the port of loading or discharge as agreed with shippers or charterers following:
	1.1.2	an obstruction of any navigable waterway with a CEMT class IV or higher, lock or port as a direct result of: (1) an accident to a bridge, lock, dike or similar structure and/or (2) sinking of another ship and/or cargo or part thereof and/or (3) a collision between other ships and/or (4) pollution by any substance from any source.
	1.1.3	a strike at the agreed port of loading or discharge only.
	Conditions	2.1 Provided always that in relation to paragraph 1.1.2 and, where logical, paragraph 1.1.3: 2.1.1 the ship was laden with cargo at the time when the ship was so prevented (or, if in ballast, the ship was en-route to the agreed port of loading); and 2.1.2 the lawful authority prohibited all ships of the same type and size as the ship to pass the obstruction; and cover hereunder shall only take effect during the time and date of such prohibition (or, in respect of paragraph 1.1.3, the time and date of the strike); and 2.1.3 the ship could not proceed to the port of loading or discharge as agreed with shippers or charterers by using alternative waterways not affected by the obstruction; and 2.1.4 the ship has not contributed to the obstruction (or, in respect of paragraph 1.1.3, contributed to the strike) in any way whatsoever, or howsoever, directly or indirectly. 2.1.5 the club's liability is limited to a maximum daily limit of EUR 0.30 per cargo ton laden on board (or, if in ballast and en-route to the agreed loading port, limited to a maximum of EUR 0.30 per cargo ton so nominated by shippers or charterers), per ship, per day, or pro rata thereof.
Deductible and limit of cover		The member is to bear the following deductibles:
	3.1	The member retains the first 72 hours, any one event, per ship and club cover operates in excess of such retention.
	3.2	A limit of 20 days applies any one event and an aggregate limit of 30 days applies per ship, per policy year. Such limit(s) shall apply in the aggregate in respect of the member and all other insured parties entitled to make a claim under the contract of insurance.
	3.3	There is a total aggregate claims limit for all ships entered with the club of US\$5,000,000 (or EUR equivalent) per event, and per policy year.

06

Maps and Correspondents



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

www.standard-club.com

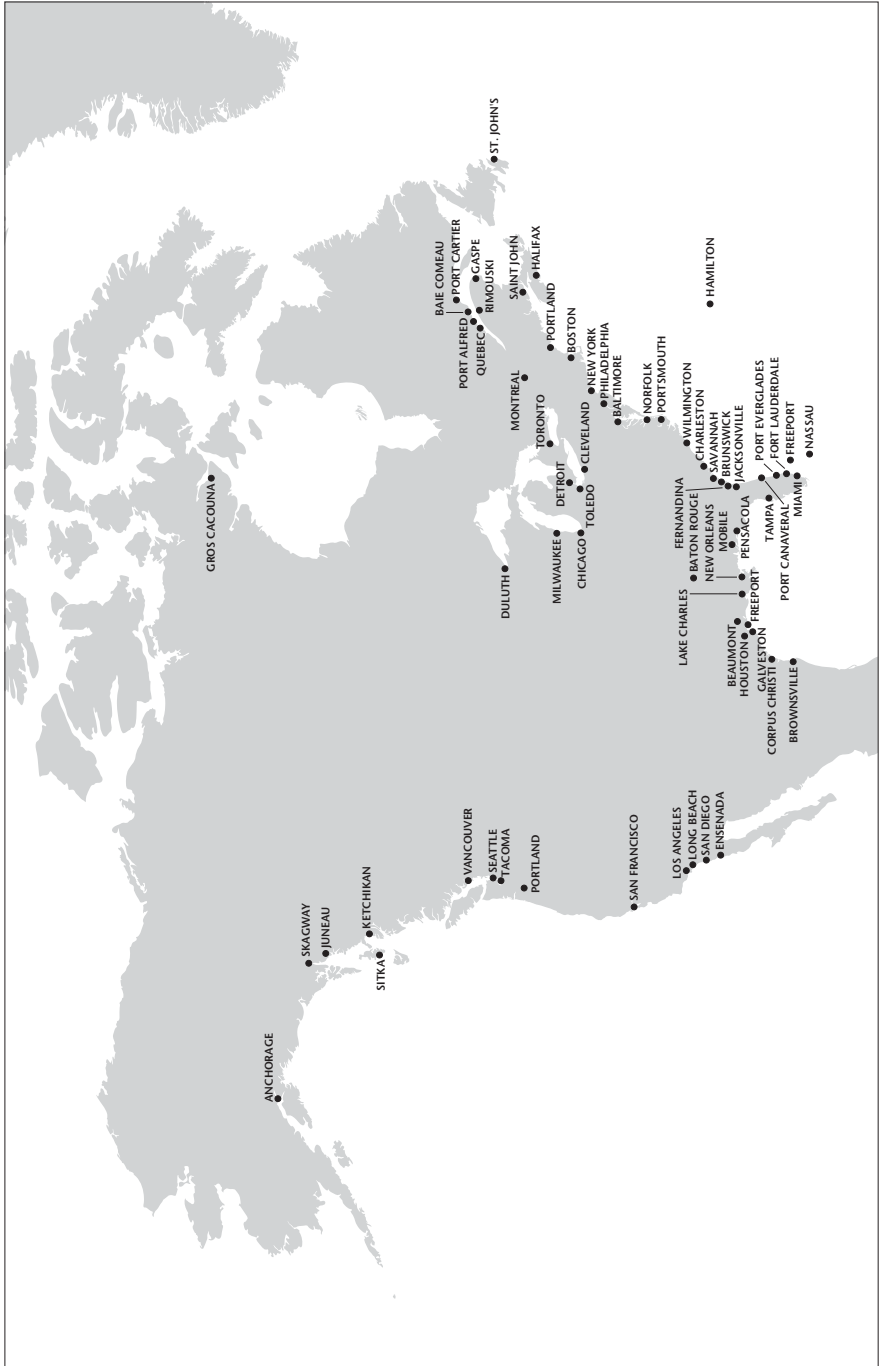
The emergency telephone is manned on a 24 hour basis and should be used when notifying the club of new matters arising outside normal office hours.

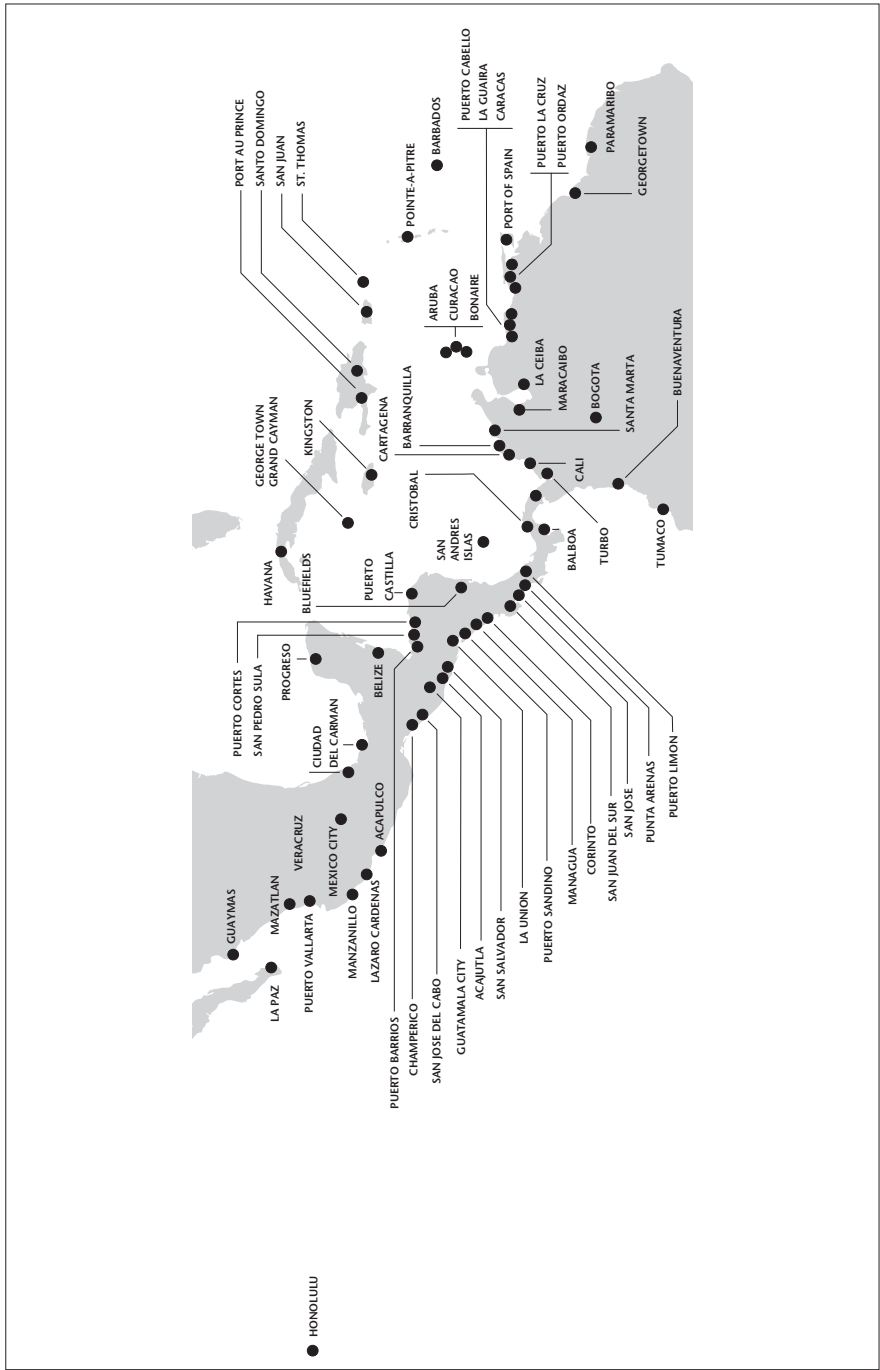
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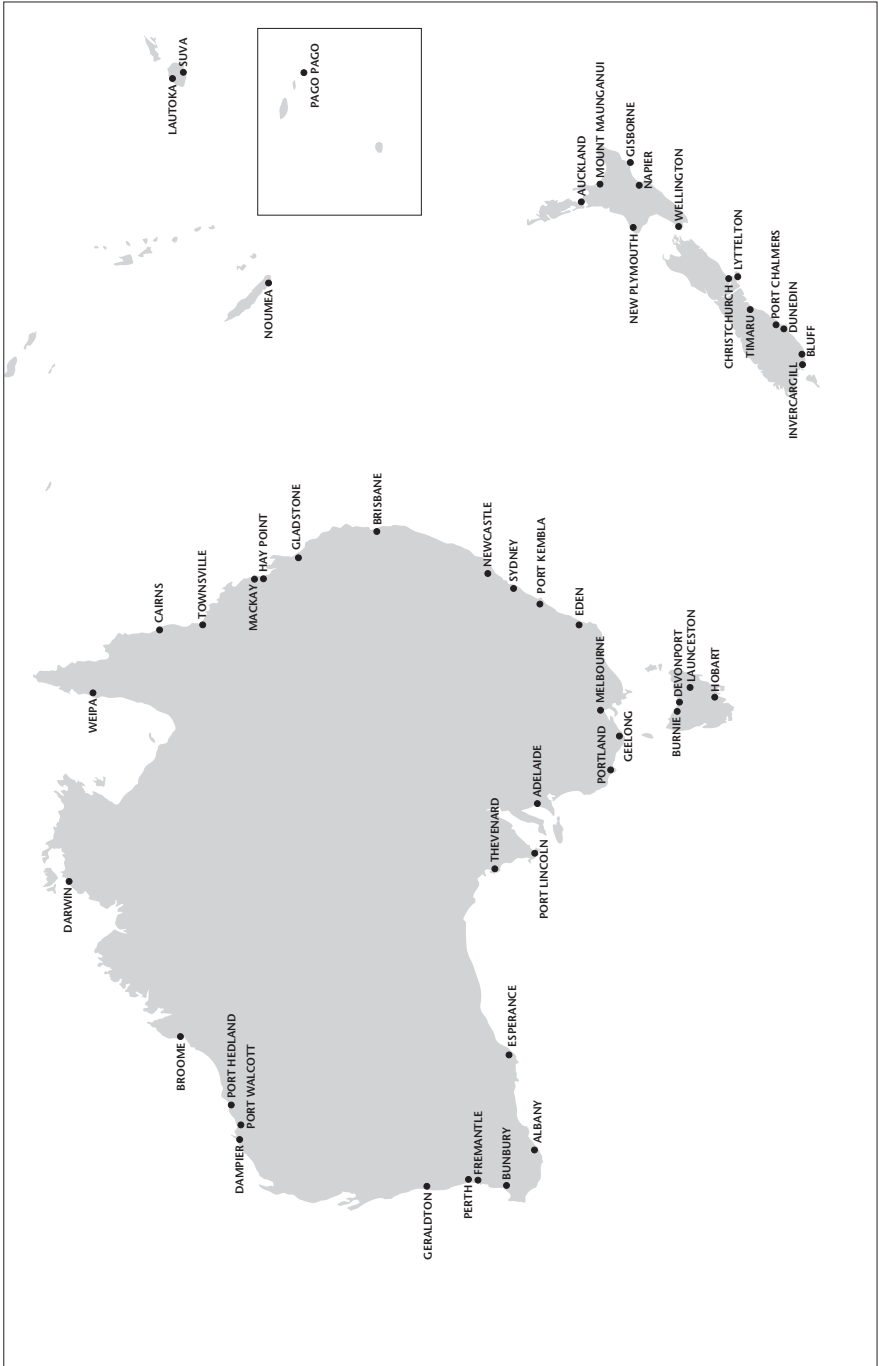




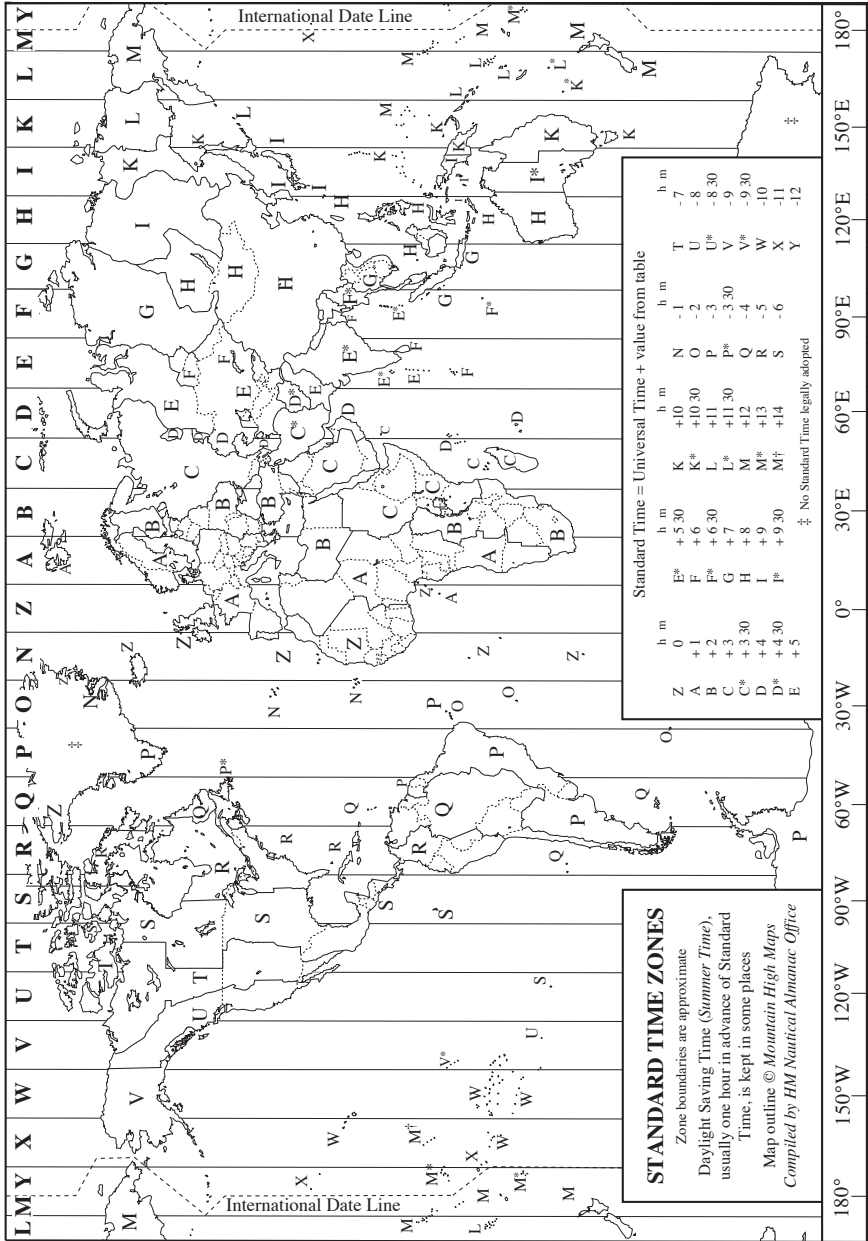








WORLD MAP OF TIME ZONES



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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:	Mrs Vera Mexia	+351 918 774 599 (Mobile) vera.mexia@pintobasto.com
	Mrs Maria Helena	+351 919 370 541 (Mobile) maria.helena@pintobasto.com
	Mr Joao Azeredo	+351 912 231 134 (Mobile) joao.azeredo@pintobasto.com
	Ms Vera Figueiredo	+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:	Mr Filipe Bonfim	+244 912 500 503 (Mobile) filipe.bonfim@budd-pni.com
	Mr Hilario Simba	+244 924 868 783 (Mobile) hilario.simba@budd-pni.com
	Ms Ndeye Diouf	+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:	Mr Eric Heiling	+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
Website: www.pandi.com.ar

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

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

Contact:	Mr Fernando Ray	+54 11 4801 0279 (Home) +54 9 11 4446 4220 (Mobile) fray@edye.com.ar
	Dr José Garcia	+54 9 11 6878 5224 (Mobile) jgarcia@edye.com.ar

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:	Mr Hanley Bronswinkel	+297 593 0973 (Home) bronswinkelh@vrshipping.com
----------	------------------------------	--

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

Contact:	Mr Ian Maitland	+61 8 8388 5543 (Home) +61 407 297 067 (Mobile) ian.maitland@wallmans.com.au
	Mr Alex Bubner	+61 8 8325 3031 +61 437 848 150 (Mobile) alex.bubner@wallmans.com.au
	Mr Scott Lumsden	+61 403 069 812 (Mobile) 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

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

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

Contact:	Mr Michael Fisher	+61 7 3231 8857 +61 408 735 653 (Mobile) mfisher@thymac.com.au
	Mr Matthew Hockaday	+61 7 3231 8814 +61 422 318 678 (Mobile) 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:	Ms Alex Evered	+61 438 663 466 (Mobile) alex@baysideshipping.com
	Mr Neale Proctor	+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:	Mr Gavin Vallely	+61 3 8601 4523 +61 416 052 023 (Mobile) gavin.vallely@hfw.com
	Mr Robert Springall	+61 3 8601 4515 +61 416 052 015 (Mobile) robert.springall@hfw.com
	Mr Simon Shaddick	+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:	Mr Tim Cocks	+61 418 925 546 (Mobile) tim@cocksmacnish.com.au
	Mr Ashley Nichols	+61 417 959 935 (Mobile) ashley@cocksmacnish.com.au
	Mr W Naseem	+61 400 786 730 (Mobile) waqas@cocksmacnish.com.au
	Mrs Julia Routley	+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

Austria

Vienna

Doralit Seist Csoklich

Telephone: +43 131 84520
Facsimile: +43 131 98322
Address: Rechtsanwalts-Partnerschaft, Wahringer Strasse 2-4, A-1090,
Vienna, Austria
Email: office@dsc.at

Contact: **Mr P Csoklich** +43 131 84520
csoklich@dsc.at

In case of difficulty call CIS head office in Cyprus on: +357 25 763 340

Azerbaijan

Baku

Akaya Co. Ltd.

Address: S. Mehdiyev 93, "Azerqartikinti" 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:	Dr António Raposo	+351 917 765 828 (Mobile)
	Mr Ricardo Paulino	+351 917 205 230 (Mobile)
	Mr José Raposo	+351 917 287 275 (Mobile)
	Mr Rui Fragata	+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:	Capt Donald Gow	+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:	Ms Aisha Stuart-Smith	+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:	Mr G McCartney	+1 242 322 5320
	Mrs C Lashley	+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:	Mr Ravindu Rodrigo	+973 3979 9074 (Mobile)
	Mr Anil Kumar	+973 3967 0005 (Mobile) anil.kumar@gac.com
	Ms Anu Prabhakar	+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:	Capt Kevin Ephraim	+973 1773 9441 +973 3998 1402 (Mobile) kephraim@bmmi.com.bh
	Mr Shray Khanduri	+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:	Mr B Chowdhury	+880 31 252 1649 +880 31 613 783 (Home) +880 171 310 1044 (Mobile) bkc@jfbdltd.com
	Mr M Salauddin Chowdhury	+880 31 725 508 +880 31 718 056 (Home) +880 171 316 0081 (Mobile) salauddin@jfbdltd.com
	Mr Tapas Sarkar	+880 171 310 3411 (Mobile) tapas@jfbdltd.com
	Mr Biswajit Das	+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:	Mr M Hafizullah	+880 2 956 3946 +880 01911 340 350 (Mobile) dignam@bangla.net
	Mr M Ohiullah	+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:	Mr Rupert Steer	+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:	Capt Jean-Louis Tack	+32 3 206 0053 +32 475 745 445 (Mobile) jean-louis.tack@dupi.com
	Mrs Monique Lardot	+32 3 206 0057 +32 3 663 0023 (Home) +32 478 989 806 (Mobile) monique.lardot@dupi.com
	Ms Laura Soulliaert	+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:	Mr Dirk Verbist	+32 477 317 148 (Mobile) dirk.verbist@langlois.be
	Mr Steve Van den Berghe	+32 475 354 660 (Mobile) steve.vandenbergh@langlois.be
	Mr Kurt Van Coppenolle	+32 3 206 9190 +32 475 719 560 (Mobile) kurt.vancoppenolle@langlois.be
	Mrs Angeline Huys	+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:	Mr Nourou Oumorou	+229 97 880 990 (Mobile)
	Mr Ernest Gbeda	+229 97 626 576 (Mobile)
	Mr Florentin Codja	+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:	Mr Emmanuel Boula	+229 97 014 371 (Mobile) emmanuel.boula@budd-pni.com
	Ms Pauline Atitso	+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:	Mr Andy McComb	+1 441 505 8495 (Mobile) andy.mccomb@ctplc.com
	Ms Roxeen White	+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:	Mr Jorge Eduardo	+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:	Mr Mario Williams Neto	+55 81 3327 5842 (Home) +55 81 99971 2203 (Mobile)
	Mr Gabriel Oliveira	+55 81 3462 1794 (Home) +55 81 99971 2202 (Mobile)
	Ms Deborah Spangler	+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:	Capt Marcos Magalhaes	+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:	Mr Waldyr Pierry	+55 21 99912 2729 (Mobile)
	Mr Gustavo Pierry	+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:	Mr Roosevelt Lomba	+55 21 98778 8962 (Mobile) derossi.lomba@proinde.com.br
	Mr Jorge Tavares	+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:	Mr Hildo Von Ahn	+55 539 9616 845 (Mobile) vonahn@supermar.com.br
	Mr Everton Sampaio	+55 539 9625 073 (Mobile)

Brazil continued

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:	Mr Celso Pimentel	+55 27 3345 9565 +55 27 99989 3834 (Mobile) seacelso@terra.com.br
	Mrs Eliana Salim	+55 27 99971 8700 (Mobile)
	Mr Alexandre Népio	+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:	Mr Yaroslav Mladenov	+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:	Mr Stavatcho Slavov	+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:	Mr Vasil Stoimenov	+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:	Mr Biser Diveri	+359 52 953 333 +359 88 892 5825 (Mobile)
	Capt Vladimir Kostov	+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:	Mr Stavatcho Slavov	+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:	Mr Por Sour	+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:	Mrs Suzanne Moume	+237 233 42 8476 +237 677 789 100 (Mobile) suzanne.moume@budd-pni.com
	Ms Natasha Sm Etoa	+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

Canada

Gros Cacouna

See Quebec City

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:	Ms Daniele Dion	+1 514 333 8585 (Home) +1 514 984 4417 (Mobile) danieledion@brissetbishop.com
	Mr Richard Desgagnes	+1 514 893 4228 (Mobile) richarddesgagnes@brissetbishop.com
	Mr David Colford	+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:	Mr Jeremy Bolger	+1 514 836 4088 (Mobile) jbolger@blg.com
	Mr Peter Pamel	+1 514 714 3169 (Mobile) ppamel@blg.com
	Mr Darren McGuire	+1 514 710 3105 (Mobile) dmcguire@blg.com
	Mr Jean-Marie Fontaine	+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:	Mr John O'Connor	+1 418 650 7002 +1 418 681 8638 (Home) +1 418 563 8339 (Mobile) john.oconnor@lkd.ca
	Mr Jean Grégoire	+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: **Mr Paul Harquail** +1 506 632 8313
+1 506 639 0974 (Mobile)
pharquail@stewartmckelvey.com

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: **Mr Robert Jenkins** +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: **Mr Francis Kenny** +1 709 368 6795 (Home)
+1 709 682 8070 (Mobile)
Mr Frank Hatcher +1 709 754 8761 (Home)
+1 709 682 6797 (Mobile)
Mrs Pamela Humphries +1 709 685 4732 (Mobile)
Ms Peggy Foster +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: **Mr Michael Guy** +1 647 981 2677 (Mobile)
michael.guy@ctplc.com
Ms Laurie Andrews +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: **Mr Brian Aston** +1 604 562 3752 (Mobile)
brian.aston@ctplc.com
Mr Chris Lockwood +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:	Mr Gary Wharton	+1 604 661 0601 +1 604 921 6978 (Home) +1 604 970 5369 (Mobile) wharton@bernardllp.ca
	Mr Thomas Hawkins	+1 604 661 0604 +1 604 984 0417 (Home) +1 604 889 5732 (Mobile) hawkins@bernardllp.ca
	Mr Peter Swanson	+1 604 661 0607 +1 604 921 7974 (Home) +1 604 649 5874 (Mobile) swanson@bernardllp.ca
	Mr David Jones	+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:	Mr J Alarcon	+34 609 505 902 (Mobile)
	Ms Christina Sanchez	+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:	Mrs Veronica Martin	+34 922 472532 +34 669 898 481 (Mobile) vmartin@vbcomisarios.com
	Mr Leo Hamilton	+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:	Mr Jiyu Cui	+86 10 6657 6598 +86 13 701 230 630 (Mobile)
	Ms Miao He	+86 10 6657 6587 +86 13 801 098 591 (Mobile) hemiao@huatai-serv.com
	Ms Lin Long	+86 10 6657 6572 +86 13 811 693 258 (Mobile)
	Ms Rui Liu	+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:	Capt Tongzhe Lu	+86 139 0985 1192 (Mobile)
	Ms Xiaolin Zhao	+86 139 4089 8350 (Mobile)
	Ms Vivian Zhao	+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:	Mr Xueming Huang	+86 133 1610 9154 (Mobile)
	Ms T Ding	+86 136 3246 3590 (Mobile)
	Mr X Cheng	+86 138 2505 0793 (Mobile)
	Mr Junrong Zhang	+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:	Mr Jinpeng Dong	+86 532 8502 3929 +86 139 0642 0837 (Mobile)
	Ms Xiaozheng Fu	+86 133 3508 6666 (Mobile)
	Mr Fei Liu	+86 532 8502 1891 +86 186 6395 7368 (Mobile)
	Ms Na Yin	+86 186 6186 7072 (Mobile)
	Mr Steven Liu	+86 532 8502 1853 +86 186 5326 3396 (Mobile)
	Ms Vivian Zhang	+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:	Capt Weijian Jiang	+86 139 163 54092 (Mobile)
	Ms Jialing Cheng	+86 138 173 57939 (Mobile)
	Ms Xinyi Yao	+86 139 177 60833 (Mobile)
	Ms Xiali Dai	+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:	Mr Rui Hao	+86 186 1667 0163 (Mobile) rui.hao@ctplc.com
	Mr Yibing Xu	+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:	Mr Haitao Mu	+86 22 6622 0720 +86 136 020 17813 (Mobile)
	Mr Yang Dong	+86 22 6622 0787 +86 138 203 47223 (Mobile)
	Ms Weiwei Liu	+86 22 6622 0724 +86 135 020 20898 (Mobile)
	Mr Jing Xu	+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:	Ms Tracy Zheng	+86 186 5000 0798 (Mobile)
	Ms Lina Gao	+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:	Eng Manuel Calderon	+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:	Mr Marco Montenegro B.	+57 316 423 3763 (Mobile) marco.montenegro@ctplc.com
	Mr Juan Rosas	+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:	Mr Santiago Moreno-Andrade	+57 314 284 4799 (Mobile) smoreno@aamultiprime.com
	Ms Alicia Gast	+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:	Capt Miguel Caro	+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:	Eng Manuel Calderon	+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:	Mr Guillermo Ruan	+57 315 883 4916 (Mobile) gruan@marventura.com
	Mr Alvaro Campos	+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:	Mr Remy Kasangu	+243 999 927 686 +243 851 927 086 (Mobile) remykasangu@yahoo.fr
	Mr Paul Mukendi	+243 851 212 321 (Mobile) paul_mukendi@yahoo.fr
	Ms Ndeye Diouf	+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:	Mr Papy Mbambi	+243 998 099 144 (Mobile)
	Mr Deo Malaba	+243 859 089 065 (Mobile)
	Ms Ndeye Diouf	+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:	Mr Ibrahim Tall	+242 06 664 4215 (Home) +242 06 662 6253 (Mobile)
	Mr Samba Tall	+242 05 563 8198 (Mobile)
	Mr Jeancy Kimbassa	+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

Croatia continued

Zagreb

Macesic & Partners LLC

Telephone: +385 5121 5010
Facsimile: +385 992 303 615
Address: Mihanoviceva 16, 10000, Zagreb, Croatia
Website: www.macesic.hr

Contact:	Mr M Macesic	+385 5121 5010 macesic@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:	Ms Marlene Fernandez	+53 7 209 6441 (Home) +53 5 285 6535 (Mobile) marlene@conabi.cu
	Capt Sergio Fernandez	+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:	Dr E Menendez	+53 7 649 3517 (Home) taniars@infomed.sld.cu
	Mr Luis Milian	+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:	Mr David van Nierop	+599 9 738 4465 (Home) +599 9 563 0886 (Mobile)
	Mr Joop van Vliet	+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:	Mr Tagmac Bilgehan	+90 392 36 53248 +90 533 861 1554 (Mobile)
	Mr Orhan Bilgehan	+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:	Mrs Koula Louca	+357 25 722 234 (Home) +357 99 670 297 (Mobile) k.louca@emco.org
	Mr Rony Dergham	+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:	Mr T Papartemis	+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:	Mr Louis Loizou	+357 99 440 211 (Mobile)
	Mr Tonis Kritikos	+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:	Mr Anker Johansen	+45 3315 4777 anker.johansen@pandiscan.com
	Mrs Jette Nemming	+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:	Mr John Kure	+45 2845 3728 (Mobile) john.kure@dupi.com
	Bodil Boesgaard	+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

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:	Ms Llu-delis Espinal	+1 829 961 2176 (Mobile) llespinal@emintco.com
	Mr Vinicio Mella	+1 809 729 7000 (Mobile) vmella@me.com
	Mr Amaury Acosta	+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 Rio, Piso 3, Oficina 3B,
Guayaquil, Ecuador
Email: t.touma@pandiclubservices.com

Contact:	Mrs Teresa Touma Abudeye	+593 99 602 6220 (Home) +593 98 265 4721 (Mobile) teresatouma@hotmail.com
	Ms Maritza Sanchez Lucin	+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:	Mr Abdel Fahmy	+20 3 484 6509 (Home) +20 12 2214 3213 (Mobile) abdelhamid.fahmy@eldibpandi.com
	Mr Ahmed Metwally	+20 3 545 6154 (Home) +20 12 2327 3624 (Mobile) ahmed.metwally@eldibpandi.com
	Ms Nada Eldib	+20 3 392 6000 (Home) +20 10 0188 4433 (Mobile) nada.eldib@eldibpandi.com

24 hours phone number: +20 12 2327 3620

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:	Mr Ashraf El Sabbagh	+20 12 2213 0799 (Mobile) ashraf.sabbagh@mescoalex.com
	Mr Ibrahim Hamza	+20 3 485 4001 +20 12 2319 9155 (Mobile) ibrahim.hamza@mescoalex.com
	Mrs Rehab Farouk	+20 3 486 1445 +20 3 583 0882 (Home) +20 10 0091 6071 (Mobile) rehab.farouk@mescoalex.com
	Mr Alaa El Sabbagh	+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:	Capt Sherif ElNaggar	+20 12 2382 1351 (Home) +20 10 2461 0027 (Mobile) s.elnaggar@kalimbassieris.com.eg
	Capt Hesham Hamid	+20 10 1223 0122 (Mobile) h.hamid@kalimbassieris.com.eg
	Mrs Hanane Oreiby	+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:	Mr Ahmed Abou Ali	+20 22 792 4101 +20 12 211 4561 (Mobile) aabouali@aboualilaw.com
	Mr Tarek Abou Ali	+20 22 272 4523 (Home) +20 12 215 7937 (Mobile) tabouali@aboualilaw.com
	Mr Khaled Abou Ali	+20 66 324 4464 +20 12 215 3156 (Mobile) kabouali@aboualilaw.com
	Mr Gamal Abou Ali	+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:	Mr R Tibichrani	+20 12 2327 3620 (Mobile) richard.tibichrani@eldib.com.eg
	Mr S Demerdash	+20 62 3191 570 +20 12 2247 1205 (Mobile) sayed.eldemerdash@eldibpandi.com
	Mr Abdel Hamid Fahmy	+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:	Ms Cynthia Van Helden	+503 2273 5116 (Home) +503 7854 5620 (Mobile) ccvhp88@hotmail.com
	Mr Renato Arguello	+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:	Mr Milton Guillen	+503 2452 4235 +503 7853 4140 (Mobile)
	Mr Guillermo Polio	+503 7850 1160 (Mobile)
	Mr Jonathan Vides	+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:	Mrs Suzanne Moume	+237 233 426 476 +237 677 789 100 (Mobile) suzanne.moume@budd-pni.com
	Mr Raed de las Casas	+240 222 273 210 (Mobile) shipping-dpt.malabo@image-sa.com
	Mr Fernando Pombo	+240 222 615 878 (Mobile) shipping-manager.malabo @image-sa.com
	Mr Enrique Baltanas	+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:	Mr G Michael	+291 1 711 3503 (Home)
	Capt H Ghebremicael	+291 1 552 915 (Home)
	Mr G Bemane	+291 1 552 110 (Home)
	Capt V Menon	+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:	Capt S Lukjanov	+372 5094 330 (Mobile)
	Mrs Natalia Brusnitsona	+372 5133 061 (Mobile)
	Mrs Larissa Zuravski	+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:	Capt Doug Worthington	+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:	Mr Kari Laakso	+358 400 818 314 (Mobile) kari.laakso@krogius.com
	Mr Aki Hanhela	+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:	Mr Niklas Langenskiold	+358 20 7765 476 +358 400 876 961 (Mobile) niklas.langenskiold@castren.fi
	Mr Rickard Langenskiold	+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:	Mrs Caroline Marcel	+33 6 4885 7791 (Mobile)
	Mr Daniel Secquepee	+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:	Mr Yann Caradec	+33 6 0901 1794 (Mobile)
	Mr Tugdual Le Page	+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:	Mr Antoine Ravisse	+33 3 2134 3540
		+33 6 0915 5152 (Mobile)
	Mr JL Foissey	+33 6 7389 6332 (Mobile)
	Ms B Ravisse	+33 3 1234 8679
		+33 6 0989 0588 (Mobile)
	Mr P Dufosse	+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:	Ms Faiza Khabouri	+33 6 62 727 189 (Mobile)
		faiza.khabouri@budd-pni.com
	Ms Rhea Li	+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

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:	Mr Philippe Bougro	+33 607 101 481 (Mobile)
	Ms S Bellot	+33 630 339 886 (Mobile)
	Ms Catherine Paulet	+33 645 656 708 (Mobile)
	Mr N Gauthier	+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:	Ms Brigitte Laumier	+33 6 0716 5113 (Mobile)
----------	----------------------------	--------------------------

Office telephone number +33 3 2829 0675 is contactable 24 hours with automatic transfer onto the mobile number of person on duty

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:	Mr Marc Gignoux	+33 6 8668 4527 (Mobile) m.gignoux@mcleans.fr
	Ms Marire Gueit	+33 6 7609 0870 (Mobile) mgueit@mcleans.fr
	Mr Matthieu Leroux	+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:	Ms Virginie Ringeard	+33 6 8000 8744 (Mobile) vringeard@mcleans.fr
	Ms Caroline Marrades	+33 6 7613 3111 (Mobile) cmarrades@mcleans.fr
	Mr Philippe Garo	+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:	Mr Christian Boutigny	+33 3520 6501 +33 6 0854 5134 (Mobile)
	Mr Cl Boutigny	+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:	Mr Bernard Giraud	+33 6 1317 5584 (Mobile)
	Ms S Sonnenberg-Tirand	+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 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

Contact:	Mr Dermot O'Sullivan	+33 4 4296 6280 +33 6 0369 0323 (Mobile) dosullivan@eltvedtosullivan.com
	Ms Sabine Lions	+33 6 1540 6848 (Mobile) slions@eltvedtosullivan.com
	Mr Simon Webster	+33 4 9114 0460 +33 6 1362 1389 (Mobile) swebster@eltvedtosullivan.com
	Ms Diane Boularot	+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 for full details of emergency contact numbers

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:	Mr Philippe Garo	+33 6 0779 2028 (Mobile) pgaro@mcleans.fr
	Mr Marc Gignoux	+33 6 8668 4527 (Mobile) mgignoux@mcleans.fr
	Mr Matthieu Leroux	+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:	Mr James Budd	+33 6 0777 4117 (Mobile) james.budd@budd-pni.com
	Mr Philippe Delaporte	+33 6 0795 6026 (Mobile) philippe.delaporte@budd-pni.com
	Ms Rhea Li	+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:	Ms Brigitte Laumier	+33 6 0716 5113 (Mobile)
	Ms Elise Duquennoy	+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:	Ms Virginie Ringeard	+33 6 8000 8744 (Mobile) vringeard@britclaims.fr
	Ms Caroline Marrades	+33 6 7613 3111 (Mobile) cmarrades@britclaims.fr
	Mr Philippe Garo	+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:	Mr Stephane Gombault	+33 4 6774 1915 (Home) +33 6 7101 6889 (Mobile)
	Mr Marc Gignoux	+33 6 8668 4527 (Mobile) mgignoux@mcleans.fr
	Mr Philippe Garo	+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:	Mr M Roy	+33 2 9956 9974 (Home) +33 6 8201 2710 (Mobile)
----------	-----------------	--

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:	Mr Kevin Potier	+241 04 67 44 81 (Mobile) kevin.potier@bollore.com
	Ms Juliette Mensah-Okili	+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:	Mr Jean-Bernard Baudry	+241 05 574 949 (Mobile) jean-bernard.baudry@bollore.com
	Mr Ravel Mondjo	+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:	Mr Timo Wispeler	+49 421 320 878 +49 421 5650 2291 (Home) +49 151 4006 7233 (Mobile) timo.wispeler@cwbrons.de
	Mr Jens Diepenbroek	+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:	Mr Claas-Henning Brons	+49 40 3748 8618 +49 41 8397 5872 (Home) +49 171 213 1135 (Mobile) chbrons@cwbrons.de
	Mr Matthias Bimschas	+49 40 3748 8614 +49 40 3609 0163 (Home) bimschas@cwbrons.de
	Mr Jan-Wessel Brons	+49 40 3748 8629 +49 160 9442 0292 (Mobile) jwbrons@cwbrons.de
	Mr Gunnar Neubauer	+49 40 3748 8621 +49 40 4118 4502 (Home) neubauer@cwbrons.de

24 hours emergency phone number: +49 172 911 4994

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:	Mr Rolf Hermes	+49 421 602 8534 (Home) +49 171 885 7940 (Mobile)
	Mr Florian Block	+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:	Mr Tom Sommerwerck	+49 173 609 4829 (Mobile) sommerwerck@doehle.de
	Mr Nils Beltermann	+49 172 407 9233 (Mobile) beltermann@doehle.de

Lebuhn & Puchta

Telephone: +49 403 747 780
Address: Am Sandtorpark, 2 D-20457, Hamburg, Germany

Contact:	Dr J Trost	+49 403 747 780 johannes.trost@lebuhn.de
----------	-------------------	---

24 hours emergency phone number: +0049 1520 180 67 35

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

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:	Mr Rolf Hermes	+49 421 602 8534 (Home) +49 171 885 7940 (Mobile)
	Mr Florian Block	+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:	Dr Harry Kakamoukas	+30 6944 275 821 (Mobile)
	Mr Symeon Hadjistavrou	+30 6937 131 045 (Mobile)
	Ms Jeanie Day	+30 6947 509 279 (Mobile)
	Jack-Kakamoukas	
	Mr V Kakamoukas	+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:	Mr Luc Petrelluzzi	+33 6 9035 7023 (Mobile)
	Mr Philippe Garo	+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:	Mr Jehan Martinez	+1 671 687 4868 (Mobile)
		jgmartinez@bsjmlaw.com
	Mr Richard Johnson	+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:	Mr Fernando Lorenzana	+502 5202 1267 (Mobile)
	Ms S Lorenzana	+502 5309 3303 (Mobile)
	Ms Fabiola Monzon	+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:	Mr Maurice Hogarth	+509 3701 5414 (Mobile) maurice@hogarths.com
	Mrs Marielyn Hogarth	+509 3701 6668 (Mobile) marielyn@hogarths.com
	Mr Jean Hogarth	+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:	Ms Eva Guzman	+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:	Ms Maria de Rodriguez	+504 9992 9968 (Mobile) mider@mivigar.com
	Mr Victor Rodriguez	+504 9831 5668 (Mobile) varodriguez@mivigar.com
	Ms Gabriela de Reyes	+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:	Ms Lucinda Liu	+852 6074 7903 (Mobile) lucinda.liu@ctplc.com
	Ms Marija Pospisil	+852 6396 5251 (Mobile) marija.pospisil@ctplc.com
	Ms Dan Song	+852 5321 1700 (Mobile) dan.song@ctplc.com

Hungary

Budapest

Gardos Furedi Mosonyi Tomori

Telephone: +36 1327 7560
Address: 1056 Budapest Vaci U. 81, Budapest, Hungary
Website: www.gfmt.hu

Contact: **Dr K Zsolt** +36 1327 7560
kovacs.zsolt@gfmt.hu

Iceland

Reykjavik

Gardar Briem

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

Contact: **Mr Gardar Briem** +354 561 1448
+354 893 0785 (Mobile)
gardarbriem@logsol.is

Mr Olafur Jon Briem +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, Myalpure, Chennai,
600 004, India

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

Contact: **Mr Murali Rao** +91 44 2229 0558
+91 44 2229 3838 (Home)
+91 98 4007 5293 (Mobile)
muralirao@jamesmackintosh.com

Mr P Menon +91 44 2442 2633 (Home)
+91 97 8992 2038 (Mobile)
pkmenon@jamesmackintosh.com

India continued

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
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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:	Capt Mohammed Abdullah	+62 815 8640 8640 (Mobile) mohd.abdullah@spicaina.co.id
	Mr Dony Umbara	+62 819 892 028 (Home) +62 812 6315 621 (Mobile) dony.umbara@spicaina.co.id
	Mr Bagus Parmanto	+62 821 1370 3706 (Mobile) bagus.parmanto@spicaina.co.id
	Ms Leonora Febriany	+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:	Mr Alam Darma	+62 31 548 0071 +62 811 316 305 (Home) +62 816 810 185 (Mobile) alam.darma@ctplc.com
	Mr Frans Yudie	+62 21 515 2084 +62 811 104 4970 (Mobile) frans.yudie@ctplc.com
	Mr Frenniko Bestari	+62 815 910 5333 (Mobile) frenniko.bestari@ctplc.com
	Mr Dedik Iprama ST	+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:	Mr Pourya Pourhassan	+98 916 151 5665 (Mobile) pourya.pourhassan@igs-iran.com
	Mr M Nezarat	+98 916 151 5328 (Mobile) mehdi.nezarat@gmail.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

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

Copy all emails to ahoow.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:	Mr Balsam Al Jashamy	+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
	Capt Fadhil Jabir	+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:	Mr Shimon Ziv	+972 4 822 9557 (Home) +972 505 231 815 (Mobile) shimon@dizrep.co.il
	Avv Eenbar Bluestein	+972 526 734 662 (Mobile) eenbarb@dizrep.co.il
	Avv Nir Nissenzvieg	+972 77 5499 249 (Home) +972 544 765 398 (Mobile) nir@dizrep.co.il
	Mr Itai Ziv	+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@carbomessina.com

Contact:	Mr Stephen Garbutt	+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:	Mr Antonio Sorrentino	+39 348 601 7627 (Mobile) technical@tagliaviapandi.it
	Mr Gaetano Tagliavia	+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:	Capt Francesco Bavaro	+39 333 255 9509 (Mobile)
	Mr Mimmo Masella	+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:	Capt Francesco Scagliarini	+39 336 825 000 (Mobile)
	Dr Luca Scagliarini	+39 334 741 8117 (Mobile) luca.scagliarini@ilcapitanocc.it
	Mrs Caterina Casoar	+39 338 740 0050 (Mobile) caterina.casoar@ilcapitanocc.it
	Mr Stefano Casoar	+39 328 970 3831 (Mobile) s.casoar@libero.it
	Mr Francesco Casoar	+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:	Mr Alfredo Lonoce	+39 335 528 1586 (Mobile) alfredolonoce@studiolonoce.it
	Avv Pietro Palandri	+39 010 586 841 +39 348 330 0827 (Mobile) pietro.palandri@mordiglia.it
	Avv Aldo Mordiglia	+39 335 704 2104 (Mobile) aldo.mordiglia@mordiglia.it
	Avv Enrico Salvatico	+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:	Mr Stephen Garbutt	+39 090 393 034 +39 347 685 4837 (Mobile)
	Capt F Luca	+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:	Mr Antonio Sorrentino	+39 348 601 7627 (Mobile) technical@tagliaviapandi.it
	Mr Gaetano Tagliavia	+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:	Mr Antonio Sorrentino	+39 348 601 7627 (Mobile) technical@tagliaviapandi.it
	Mr Gaetano Tagliavia	+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:	Mr Stefano Galleano	+39 335 640 9444 (Mobile) galleano@ferpandi.com
	Mr Antonio Talarico	+39 335 640 9443 (Mobile) talarico@ferpandi.com
	Mr Fabrizio Pescaglia	+39 335 125 8507 (Mobile) pescaglia@ferpandi.com
	Mr Massimiliano Bet	+39 331 686 2152 (Mobile) bet@ferpandi.com
	Mr Massimiliano Villa	+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:	Avv Enrico Vergani	+39 335 520 7433 (Mobile) enricovergani@garbamar.it
	Ms Simona Coppola	+39 331 178 2917 (Mobile) simonacoppola@garbamar.it
	Avv Claudio Bicchierai	+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:	Avv Pietro Palandri	+39 010 314 745 (Home) +39 348 330 0827 (Mobile) pietro.palandri@mordiglia.it
	Avv Aldo Mordiglia	+39 335 704 2104 (Mobile) aldo.mordiglia@mordiglia.it
	Avv Enrico Salvatico	+39 335 677 7273 (Mobile) enrico.salvatico@mordiglia.it
	Avv Enrico Mordiglia	+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:	Capt D Blandina	+39 348 650 0891 (Mobile)
	Mr Stephen Garbutt	+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:	Mr Enrico Iacono	+39 335 876 3399 (Mobile)
	Mr Mariano Maresca	+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:	Avv Gennaro Borriello	+39 331 416 6141 (Mobile) g.borriello@studiocastaldo.net
	Mr Victor Sotunde	+39 348 590 0937 (Mobile) v.sotunde @castaldomagliuloassociati.it
	Avv Stefano Castaldo	+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:	Avv Vittorio Porzio	+39 081 526 6433 +39 335 753 5856 (Mobile) vittorio.porzio@slconsociati.com
	Mr Alberto Serino	+39 081 428 8197 +39 335 753 5855 (Mobile) alberto.serino@slconsociati.com
	Avv Giancarlo Porzio	+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: **Mr Antonio Sorrentino** +39 348 601 7627 (Mobile)
technical@tagliaviapandi.it
Mr Gaetano Tagliavia +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: **Mr Guido di Chiara** +39 331 647 0093 (Mobile)

24 hours emergency phone number: +39 335 794 2297

Mauro Consultants Ltd S.r.l.

Telephone: +39 0544 42 22
Facsimile: +39 0544 59 74 39
Address: Via Trieste, 90/a – 48122 Ravenna, Italy
Email: info@mauc.it
Website: www.mauc.it

Contact: **Mr Maurizio Mauro** +39 348 56 006 88 (Mobile)
+39 338 29 99 835 (Mobile)

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: **Mr A Nobiloni** +39 06 475 45 9117
+39 06 320 4807 (Home)
+39 335 822 7775 (Mobile)
a.nobiloni@noblex.it

Mr F Paratore +39 06 830 1099 (Home)
+39 348 783 8749 (Mobile)

Mr R Nobiloni +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: **Mr Tony Cardoso** +39 347 859 2766 (Mobile)

24 hours emergency phone number: +39 335 794 2297

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

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:	Mr Robert Kohou-Bi	+225 07 075 603 (Mobile)
	Mr Lacine Bamba	+225 07 051 527 (Mobile) +225 07 810 557 (Mobile) +225 01 424 356 (Mobile)
	Mr Oumar Kone	+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:	Mr Michel Bebga	+225 21 358 460 +225 07 620 988 (Mobile) michel.bebga@budd-pni.com
	Mr Kouame N'da N'guessan	+225 04 706 310 (Mobile) kouame.nda@budd-pni.com
	Mr Andre Kouadio	+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:	Mr Michel Bebga	+225 07 620 988 (Mobile) michel.bebga@budd-pni.com
	Mr PK Yao	+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:	Mr Errol Williams	+1 876 868 3357 (Mobile) errol.williams @shipownerspandiservicesjm.com
	Ms Alexia Marquis	+1 876 329 9225 (Mobile) alexia.marquis @shipownerspandiservicesjm.com
	Capt A Smith	+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:	Capt Frank Henry	+1 876 999 2523 (Mobile) frankhenry@carimar-pandi.com
	Mr Ralph Sugden	+1 561 366 7593 +1 954 854 1093 (Mobile) ralphsugden@carimar-pandi.com
	Mr Nicholas Cover	+1 876 758 9651 or 9652 +1 876 819 5195 (Mobile) nicholascover@carimar-pandi.com
	Mr Brad Sugden	+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:	Ms Yoshiko Kobayashi	+81 80 9553 0605 (Mobile) yoshiko.kobayashi@ctplc.com
	Mr Masafumi Minami	+81 80 9545 2855 (Mobile) masafumi.minami@ctplc.com
	Mr Tsukasa Sekine	+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:	Mr Sameer Kharbutli	+962 795 688 886 (Mobile)
	Mr Issam Jiries	+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:	Ms Ninette Issid	+962 6 581 6615 (Home) +962 79 822 4414 (Mobile) nINETTE.issid@kawar.com
	Mrs Nadia Shahin	+962 6 592 7705 (Home) +962 79 525 5222 (Mobile) nadia.shahin@kawar.com
	Mr Ahmad Mustafa	+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:	Mr Tewfic Zeid	+962 795 524 154 (Mobile) tabouzeid@telstarmaritime.com
	Mr T Odeh	+962 3 314 268 (Home) todeh@telstarmaritime.com

Jordan continued

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
Email: management.aqaba@kawar.com
Contact: **Mr Munir Muammar** +962 3 201 8979 (Home)
+962 79 822 4451 (Mobile)
munir.muammar@kawar.com

Kazakhstan

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

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

Alternative email address: pimombasa@pando.co.ke

Kuwait

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
Email: 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:	Mr Taher Shtewi	+218 92 820 1040 (Home) +218 91 214 1080 (Mobile) shtewi69@hotmail.com
	Mr Mohamed Shtewi	+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:	Capt A Dubrovskij	+370 6983 1457 (Mobile)
	Mr O Drobitko	+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:	Mr Adriano Rajoelina	+261 320 493 291 (Mobile)
	Ms Dominique Thomson	+262 692 017 777 (Mobile)
	Mr Jose Thomson	+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:	Mr Faustin Tsiresy	+261 340 561 734 (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

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:	Mr Yap Guan	+60 86 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	Ms Aileen Chua	+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:	Mr Yap Guan	+60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	Ms Aileen Chua	+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:	Mr Razif Radzi	+60 12 332 7054 (Mobile) razif@spica.com.my
	Mr Ray Jipin	+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:	Mr Yap Guan	+60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	Ms Aileen Chua	+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:	Mr Yap Guan	+60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	Ms Aileen Chua	+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:	Mr Manai Seenaiyah	+60 12 279 5195 (Mobile) manai.maran@ctplc.com
	Ms Zabidah Kassim	+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:	Mr Yap Guan	+60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	Ms Aileen Chua	+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:	Mr Yap Guan	+60 89 773 111 +60 88 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	Ms Aileen Chua	+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:	Dr John Bugeja	+356 2144 3020 (Home) +356 7904 7880 (Mobile) john.bugeja@hvassallo.com
	Mr Joe Buhagiar	+356 2157 6774 (Home) +356 9944 2703 (Mobile) joe.buhagiar@hvassallo.com
	Dr Abigail Bugeja	+356 7990 3264 (Mobile) abigail.bugeja@hvassallo.com
	Mr Joe Cassano	+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:	Mr Mohamed Lemine	+222 3 630 5160 (Mobile)
	Mr Abdoulaye Diop	+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:	Capt Thierry Perrier	+230 483 6930 (Home) +230 5940 3650 (Mobile) tperrier@iblmarine.com
	Mr Mario Genevieve	+230 247 2105 (Home) +230 5940 3648 (Mobile) mgenevieve@iblmarine.com
	Mr Ashley Kamulsing	+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:	Mr Fernando Leon	+52 1 55 4950 4212 (Mobile) fernando.leon@ctplc.com
	Mr Felipe Ramirez	+52 1 55 5217 2564 (Mobile) felipe.ramirez@ctplc.com
	Mr Alejandro Martinez	+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:	Mrs Irene Ballini	+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:	Ms Dragana Radovic	+382 69 379 709 (Mobile)
	Ms Milana Batricevic	+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:	Ms D Strugar	+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:	Ms Veronique Javelaud	+212 661 191 409 (Mobile) vjavelaud@mcleans.fr
	Mr Issam Ennassiri	+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:	Mr M Margaoui	+212 661 139 233 (Mobile) margaoui@defmar.com
	Mr Mohamed Laazizi	+212 522 271 629 (Home) +212 661 463 834 (Mobile) m.laazizi@defmar.com
	Mrs Fatima Anchoum	+212 642 757 957 (Mobile) f.anchoum@defmar.com
	Mr Tarik Baalla	+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:	Ms Veronique Javelaud	+212 661 191 409 (Mobile) vjavelaud@mcleans.fr
	Mr Issam Ennassiri	+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:	Mr Mohamed Laazizi	+212 539 936 557 +212 661 463 834 (Mobile) m.laazizi@defmar.com
	Mr Tarik Baalla	+212 539 936 557 +212 666 269 518 (Mobile) t.baalla@defmar.com
	Mrs Fatima Anchoum	+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:	Mr Peter Walker	+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:	Ms Tin Ohnmar Tun	+95 1 541 584 (Home) +95 9512 1024 (Mobile) tin_o_tun@seasiren.com.mm
	Mr Mya Mu	+95 9450 034 992 (Mobile) kyawmyint.nyo@gmail.com
	Ms Tin Thiri Aung	+95 1 559 894 +95 9500 8833 (Mobile) tinthiri.aung@thelawchambersmm.com
	Mr Thu Ra Thaug	+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:	Mr Kyi Thanda Oo	+95 9259 202 896 (Mobile) thanda.myanmar@spica.com.sg
	Sainn Sainn	+95 9421 063 053 (Mobile) sainn.myanmar@spica.com.sg
	Mr Han Zaw Oo	+95 9782 001 088 (Mobile) han.myanmar@spica.com.sg
	Mr Aung Myo Myat Naing	+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:	Mr Peter Van Bodegraven	+31 10 440 5592 +31 6 2339 8506 (Mobile) peter.vanbodegraven@dupi.com
	Mr Reid de Jong	+31 10 440 5593 +31 6 1436 4264 (Mobile) reid.dejong@dupi.com
	Ms Bianca Winterswijk	+31 10 440 5590 +31 6 1269 6071 (Mobile) bianca.winterswijk@dupi.com
	Mr Nils Heijboer	+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:	Mr Peter Van Bodegraven	+31 10 440 5592 +31 6 2339 8506 (Mobile) peter.vanbodegraven@dupi.com
	Mr Reid de Jong	+31 10 440 5593 +31 6 1436 4264 (Mobile) reid.dejong@dupi.com
	Ms Bianca Winterswijk	+31 10 440 5590 +31 6 1269 6071 (Mobile) bianca.winterswijk@dupi.com
	Mr Nils Heijboer	+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:	Mr HJ Mulder	+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

TCI 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:	Mr Erik Vellinga	+47 5559 7903 +47 9487 6088 (Mobile) erik.vellinga@fjeld-consultant.no
	Mr Christer Hannevik	+47 5559 7904 +47 9530 0452 (Mobile) christer.hannevik@fjeld-consultant.no
	Mr Jan Inge Haukeland	+47 5559 7902 +47 9076 5029 (Mobile) jan.inge.haukeland@fjeld-consultant.no
	Capt Bjoern Fjeld	+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:	Mrs Salomea Maskhulia	+47 9100 5803 (Mobile) salomea.maskhulia@gac.com
	Mr Ahmet Ozsoy	+47 9920 2526 (Mobile) ahmet.ozsoy@gac.com
	Mr Morten Hamre	+47 9201 0684 (Mobile) morten.hamre@gac.com
	Mr Jermyn Chua	+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:	Mr Karl Presterud	+47 91 30 41 04 (Mobile)
	Ms D Phillips	+47 97 13 21 86 (Mobile)
	Ms Ingvild Nordtveit	+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:	Mr Abhir Porobo	+968 2470 5717 (Home) +968 9931 5968 (Mobile) abhir.porobo@iss-shipping.com
	Mr Sudhir Anand	+968 9280 1907 (Mobile) sudhir.anand@iss-shipping.com
	Mrs Seetha Bhat	+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:	Mr Abhir Porobo	+968 9931 5968 (Mobile) abhir.porobo@iss-shipping.com
	Mr Sudhir Anand	+968 9280 1907 (Mobile) sudhir.anand@iss-shipping.com
	Mrs Seetha Bhat	+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:	Mr Irfan Vazeer	+92 21 352 91 801 +92 21 358 49 507 (Home) +92 345 200 9900 (Mobile) irfan.vazeer@aivpak.com
	Mr Syed Ali	+92 345 200 9937 (Mobile) sta1@aivpak.com
	Mr Syed Shah	+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:	Mr Andre Perret	+507 399 0665 +507 6617 3229 (Mobile)
	Mr J Blennerhasset	+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:	Mr Pierre Barron	+51 993 504 438 (Mobile) pierre.barron@ctplc.com
	Mr Manuel Medina	+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:	Mr Francisco Arca Patino	+51 1 344 2812 (Home) +51 997 585 105 (Mobile) farcap@interlog.com.pe
	Ms Carla Paoli Consigileri	+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:	Mr Henson Lim	+63 918 904 5287 (Mobile) henson.lim@claimsservices.claims
	Ms Ruth Romero	+63 918 912 6417 (Mobile) ruth.romero@claimsservices.claims
	Mr Cezar Cardenas	+63 999 993 7179 (Mobile) cezar.cardenas @claimsservices.claims
	Ms Judy Lalicon-Felizardo	+63 999 993 7178 (Mobile) judyann.felizardo @claimsservices.claims

Alternative office numbers: +63 2 524 1846-48

Poland

Gdansk

Kacprzak

Telephone: +48 587 693 636
Address: Ul. Stagiewna 5/2 PL 80-750, Gdansk, Poland
Contact: **Mr M Kacprzak** +48 587 693 636
marek@kacprzak.com.pl

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: **Ms M Wojcik** +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: **Mr Krzysztof Kuchta** +48 58 785 3856
+48 58 719 3330 (Home)
+48 603 650 494 (Mobile)
Mr Janusz Legowski +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: **Ms Ewa Sztafiej** +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 & Lauseil
(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:	Mr Anil Pathirana	+974 4420 5654 +974 5580 5192 (Mobile) anil.pathirana@gac.com
	Mr Zackaria Mathew	+974 4420 5669 +974 5581 9861 (Mobile) zackaria.mathew@gac.com
	Mr Sudhir Jai	+974 4420 5650 +974 5553 4278 (Mobile) sudhir.jai@gac.com
	Mr Daniel Nordberg	+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:	Ms Dominique Thomson	+262 692 017 777 (Mobile)
	Mr Gerard Philippe	+262 692 019 999 (Mobile)
	Mrs Joelle Lauret	+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:	Mrs Luciana Mancas	+40 722 230 759 (Mobile)
	Mr Gabriel Mancas	+40 722 230 758 (Mobile)
	Mr Vlad Mancas	+40 723 298 226 (Mobile)
	Mrs C Mancas	+40 723 200 948 (Mobile)
	Mrs Manuela Dumitru	+40 745 605 364 (Mobile)
	Mr Gabriel Ciutu	+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:	Mr Laurentiu Badila	+40 241 616 543 +40 341 441 539 (Home) +40 745 764 629 (Mobile)
	Capt Spiridon Timofte	+40 241 616 507 +40 241 736 123 (Home) +40 744 625 379 (Mobile)
	Mr Gabriel Tudorache	+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:	Mr Antonios Kalmoukis	+40 723 313 620 (Mobile) a.kalmoukis@kalimbassieris.com
	Mr Cristian Serban	+40 723 313 618 (Mobile)
	Mr Cristian Ciocan	+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:	Mr S Bivolaru	+40 336 805 810 (Home) +40 745 616 457 (Mobile)
	Mr Devy Buescu	+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:	Mr Y Shpyakin	+7 921 241 0130 (Mobile)
	Eng S Kalanin	+7 921 492 8625 (Mobile)
	Mr G Popov	+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:	Capt Sergey Balabanov	+7 906 237 9800 (Mobile) sbalab@038.ru
	Ms Daria Kovalenko	+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:	Ms Anna Kotik	+7 905 246 0550 (Mobile)
	Mr Andrey Golushko	+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:	Ms Natalia Usanova	+7 916 613 5822 (Mobile) natalia.usanova@jurinflot.ru
	Ms Anastasiya Meshcheryakova	+7 968 735 4153 (Mobile) tvm@jurinflot.ru
	Mr Timofey Aleshkin	+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:	Mr Oleg Shashkin	+7 988 762 7563 (Mobile) oleg.shashkin@cispandi.ru
	Mr Denis Shashkin	+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:	Mr Igor Sokolov	+7 911 217 1518 (Mobile)
	Mr Ilya Sokolov	+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:	Mr Sergey Somko	+7 911 139 5870 (Mobile) pandi@mail.wplus.net
	Ms Maria Zakharova	+7 921 967 7268 (Mobile)
	Mr Denis Kurochkin	+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:	Mr Vladimir Belyaev	+7 988 673 5080 (Mobile)
	Mr Ruslan Myts	+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:	Mr Oleg Onoprienko	+7 4232 701 403 (Mobile)
	Mr Sergey Polonskiy	+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:	Mr Barry Rose	+1 684 258 2100 (Mobile) barry.rose@mwsrose.com
	Mr Craig Miller	+1 684 258 8073 (Mobile) craig.miller@mwsrose.com
	Mr David Vargas	+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:	Mr Syed Nizamuddin Ahmed	+966 50 584 0518 (Mobile) nizamuddin@mushtaraka.com
	Mr Ingo-Roger von Pereira	+971 56 538 1435 (Mobile) ingo.vonpereira@mushtaraka.com
	Mr Ibrahim Al Askary	+966 50 680 1565 (Mobile) ibrahim.alaskary@mushtaraka.com
	Mr Ali Abdullatif	+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:	Capt Larry Heron	+966 504 667 728 (Mobile) larry.heron@mushtaraka.com
	Mr Hassan Omar	+966 567 774 277 (Mobile) hassanomar@mushtaraka.com
	Mr Fahd Baqis	+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

Contact:	Mr Fadi Alabandi	+966 541 477 704 (Mobile) fadi.alabandi@gac.com
	Mr Mustufa Mohammed	+966 550 952 451 (Mobile) mustufa.mohammed@gac.com
	Mr Tryggve Bengtsson	+966 138 328 762 +966 598 817 011 (Mobile) tryggve.bengtsson@gac.com

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
Website: www.eltvedtosullivan.com

Contact:	Mr N Faye	+221 77 332 7215 (Mobile) n.faye@tci-africa.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

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/budd.cape-verde@budd-pni.com
Website: www.budd-pni.com

Contact:	Ms Elisabeth N'Diaye	+221 77 637 4195 (Mobile) elisabeth.ndiaye@budd-pni.com
	Mr Samba Fall	+221 77 636 5558 (Mobile) samba.fall@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

Serbia

Belgrade

Samer & Co. Dunav Agencies
d.o.o.

Telephone: +38 111 21 20749
Address: Skender Begara 3-L3, 11000, Belgrade, Serbia
Email: mail@samerdunav.com
Website: www.samer.com

Contact:	Mr A Sentic	+381 63 317 660 (Mobile)
	Mr V Jurisic	+381 63 106 1606 (Mobile)

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.hunttel.com

Contact:	Mr V Didon	+248 4 355 184 (Home) +248 2 525 823 (Mobile) vincent.didon@hunttel.com
	Mr Jonathan Houareau	+248 2 531 235 (Mobile) jonathan.houareau@hunttel.com
	Mr Christophe Houareau	+248 2 421 421 +248 2 513 475 (Mobile) christophe.houareau@hunttel.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:	Mr Rupert Banks	+65 9624 5797 (Mobile) rupert.banks@ctplc.com
	Mr Shang Doe Shim	+65 6506 2884 +65 9727 7519 (Mobile) shangdoe.shim@ctplc.com
	Mr Jason Wee	+65 6506 2875 +65 9296 5850 (Mobile) jason.wee@ctplc.com
	Ms Nicole Lian	+65 6506 2857 +65 9661 2510 (Mobile) nicole.lian@ctplc.com

24 hours telephone: +65 6506 2800

Slovakia

Bratislava

Co Gielisch Gmbh

Telephone: +43 1214 7021
Email: wohelers@gielisch.de
Website: www.gielisch.com
Contact: **Capt P Steindl** +43 166 454 88 292 (Mobile)

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: **Mr Jaka Sotlar** +386 40 464 166 (Mobile)
jaka.sotlar@ibc-co.eu
Mr Marko Zovko +386 70 756 667 (Mobile)
marko.zovko@ibc-co.eu
Mr J Maglica +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: **Mr Abdulkadir Ali** +252 2447 1058 (Mobile)
Mr O Ali Dualeh +252 2442 7016 (Mobile)
Mr Ali Omer +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: **Mr Abdulkadir Ali** +252 2447 1058 (Mobile)
Mr Omer Dualeh +252 2442 7016 (Mobile)
Mr Sid Mohamed +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:	Mr Garth Hansen	+27 83 283 3493 (Mobile) hanseng@pandi.co.za
	Mr Neil Chetty	+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 Pragraj	+27 83 441 5685 (Mobile) pragrajv@pandi.co.za

24 hours emergency phone number: +27 83 250 3398

South Africa continued

Durban

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

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: **Mr JD Jang** +82 10 3562 5042 (Mobile)

Mr SK Choi +82 10 8904 8304 (Mobile)

Mr MS Choi +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: **Mr MJ Nam** +82 32 472 4795 (Home)

+82 10 3720 5114 (Mobile)

Mr YS Bag +82 10 5328 2143 (Mobile)

South Korea continued

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:	Mr KB Song	+82 2 752 2963 +82 31 603 7442 (Home) +82 10 8786 6248 (Mobile)
	Mr JH Han	+82 2 752 2963 +82 10 4757 8086 (Mobile)
	Mr HS Ku	+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:	Mr HS Park	+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:	Mr Felix Patino	+34 609 83 15 82 (Mobile) fpatino@marinsur.com
	Capt Jose Colomina	+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: **Mr Luis Durban** luisdurban@alfredorodriguez.es

Barcelona

Hispania P&I Correspondents
Land & Sea, S.L.

Telephone: +34 93 268 1853
Address: Jonqueres 18, 8ºB, Barcelona, 08003, Spain
Email: barcelona@pandihispania.com
Website: www.pandihispania.com
Contact: **Mr James Mckinnell** +34 93 268 4701
+34 670 458 646 (Mobile)
james.mckinnell@pandihispania.com
Ms Rosana Velasco +34 93 268 0555
+34 670 458 642 (Mobile)
rosana.velasco@pandihispania.com
Ms Ana Escanilla +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: **Ms Cristina Martinez Ribas** +34 626 197 491 (Mobile)
cristina@medpandi.com
Mr Joan Giner +34 96 330 0139
+34 96 206 5613 (Home)
+34 637 300 179 (Mobile)
giner@medpandi.com

Spain continued

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 Taberbero	+34 61 923 8851 (Home) +34 699 068 463 (Mobile) dtaberbero@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
----------	---------------------------	---

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

Spain continued

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)

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 Cadarso 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

Contact:	Mr Osman Badawi	+249 9123 34920 (Mobile) osman.badawi@mushtaraka.com
	Mr Amir Ahmed	+249 9125 18463 (Mobile) amir.hassan@mushtaraka.com
	Capt Larry Heron	+966 504 667 728 (Mobile) larry.heron@mushtaraka.com

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
Website: 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

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
Advokatbyra AB
(Lawyers)

Telephone: +46 70 371 35 31
Facsimile: +46 8 454 4401
Address: Box 5216, Stockholm, 102 45, Sweden
Website: www.skarplaw.se

Contact:	Mr Daniel Brand	+46 70 371 3531 (Mobile) daniel.brand@skarplaw.se
	Mr Mattias Widlund	+46 73 510 4462 (Mobile) mattias.widlund@skarplaw.se
	Mr Mats Hesselrud	+46 70 699 6135 (Mobile) mats.hesselrud@skarplaw.se

Switzerland

Basel

Reck & Co (Swiss) AG

Telephone: +41 612 26 26 26
Email: claims@recksuisse.ch
Website: www.reck.de
Contact: **Mr H von Seydiltz-Kurzbach** +49 1743 74932 (Mobile)

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 Mgaya	+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: **Capt Saroch Sansook** +662 932 0155 (Home)
+6681 611 6449 (Mobile)
capt.saroch@spica-thailand.com

**Mr Tipakorn
Songboonkeaw** +662 542 4558 (Home)
+6681 822 5187 (Mobile)
tipakorn@spica-thailand.com

**Capt Chiyan
Thanapansakul** +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: **Mr Amegnido Koumako
Gato** +228 22 216 783
+228 9004 1110 (Mobile)
prosper.gato@budd-pni.com

Ms Pauline Atitso +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: **Mr Paul Taylor** +1 868 678 8518 (Mobile)

Ms Amanda Llanos +1 868 293 9779 (Mobile)

Ms Lauraine Farrell +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:	Mr Makram Mejri	+216 72 532 992 (Home) +216 98 346 743 (Mobile) tipic.bizerte@tipic.com.tn
	Capt Kamel Chalghaf	+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:	Mr Jalel Messaoud	+216 74 200 745 (Home) +216 98 337 491 (Mobile)
	Capt Kamel Chalghaf	+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:	Capt Kamel Chalghaf	+216 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalghaf@tipic.com.tn
	Mr Jalel Messaoud	+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:	Capt Kamel Chalghaf	+216 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalghaf@tipic.com.tn
	Mr Ali Zrida	+216 94 990 731 (Mobile)

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:	Capt Kamel Chalghaf	+216 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalghaf@tipic.com.tn
	Mr Mehdi Dahen	+216 71 494 997 (Home) +216 98 675 717 (Mobile)
	Mr Khaled Gmati	+216 98 346 749 (Mobile)

Alternative phone numbers: +216 71 950 741 and +216 71 950 721

Budd, Tunisie

Telephone: +216 71 353 774
Facsimile: +216 71 351 331
Address: Residence Senderbed 11, Bloc A4, Rue Medhat Pacha 1001,
Tunis, Tunisia

Contact:	Ms H Ben Alaoui	+216 26 303 791 hedia.ben-alaoui@budd-pni.com
----------	------------------------	--

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:	Mr Kadir Dogan	+90 326 618 7620 (Home) +90 532 311 9163 (Mobile) k.dogan@omurmarine.com
----------	-----------------------	--

All correspondence through Istanbul office

Turkey continued

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:	Mr Ahmet Can Bozkurt	+90 216 326 7900 +90 532 285 8994 (Mobile) a.canbozkurt@omurmarine.com
	Mr Cagdas Kircali	+90 530 469 4598 (Mobile) c.kircali@omurmarine.com
	Mr M Ersan	+90 531 161 1653 (Mobile) m.ersan@omurmarine.com
	Ms Hilal Er	+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:	Capt Haluk Ozorten	+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: Nusretiyeh Mahallesi Uray Cad, Güvenc Is Merkezi, Mersin, Turkey
Email: omurmarine@omurmarine.com

Contact:	Mr Kadir Dogan	+90 532 311 9163 (Mobile) k.dogan@omurmarine.com
----------	-----------------------	---

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

Turkmenistan

Turkmen-bashi

Ships & People

Telephone: +78 121 144 928
Address: 129 Griboedov Canal, Suite 9N, 190068, St Petersburg, Russia
Email: marinehouse@ships.ru

Contact:	Mr N Cheglakov	+78 121 144 928
----------	-----------------------	-----------------

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:	Mr Alexander Nikityuk	+380 676 211 006 (Mobile)
	Mr Dmitriy Filatov	+380 676 252 516 (Mobile)
	Ms Helen Yekhevich	+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:	Mr S Khadzhyskiy	+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:	Mr Igor Cherezov	+380 48 740 0042 (Home) +380 67 480 3434 (Mobile)
	Mr Dmitriy Gololobov	+380 48 737 0198 (Home) +380 67 480 4899 (Mobile) gololobov@dias-co.com
	Mr Artyom Nanev	+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:	Mr Pavel Svertilov	+380 67 484 6884 (Mobile)
	Mr Gennadiy Markov	+380 50 316 6536 (Mobile)
	Ms Olga Svertilova	+380 93 233 4962 (Mobile)
	Mrs Nataliia Svertilova	+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:	Mr George Mathews	+971 50 454 2918 (Mobile) george.mathews@gac.com
	Mr Gary Mercado	+971 56 538 1428 (Mobile) gary.mercado@gac.com
	Mr Geo Augustine	+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:	Capt Omprakash Marayil	+971 56 170 7480 (Mobile) omprakash.marayil@ctplc.com
	Ms Heather Robinson	+971 55 221 6040 (Mobile) heather.robinson@rhl-ct.com
	Mr Shahul Hameed	+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:	Ms Meena Mathews	+971 4 805 9446 +971 50 653 5762 (Mobile) meena.mathews@gac.com
	Mr George Mathews	+971 4 805 9449 +971 50 454 2918 (Mobile) george.mathews@gac.com
	Mr Gary Mercado	+971 56 538 1428 (Mobile) gary.mercado@gac.com
	Mr Geo Augustine	+971 56 681 2981 (Mobile) geo.augustine@gac.com

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

Contact:	Mr Sumesh Palassery	+971 56 188 5779 (Mobile) sumesh.palassery@gac.com
	Mr Deepak Ramdas	+971 56 188 5339 (Mobile) deepak.ramdas@gac.com

In case of difficulty, contact Ms Meena Mathews at Gulf Agency Co. (Dubai) LLC: +971 50 653 5762 or meena.mathews@gac.com

United Kingdom

Aberdeen

See Liverpool

Barrow-in-Furness

See Liverpool

Belfast

See Liverpool

Bristol/Port Talbot

See Liverpool

Falmouth

See London

Felixstowe

See London

Glasgow

See Liverpool

Grangemouth

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:	Ms Rachel Fox	+44 7917 041 525 (Mobile) rachel.fox@rhl-ct.com
	Mr John Thompson	+44 151 235 5568 +44 7880 095 792 (Mobile) john.thompson@rhl-ct.com
	Mr James Willan	+44 7788 336 522 (Mobile) james.willan@ctplc.com

United Kingdom continued

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 viii

Milford Haven

See Liverpool

Mostyn

See Liverpool

Newcastle/Middlesbrough

See London

Plymouth

See London

Southampton

See London

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) Whitman** +1 410 243 7334 (Home)
+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

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:	Mr David James	+1 409 658 7204 (Mobile) david.james @clarkhillstrasburger.com
	Mr Mark Freeman	+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:	Mr Tom Muzyka	+1 617 233 3472 (Mobile) tmuzyka@clinmuzyka.com
	Ms Kirby Aarsheim	+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:	Mr Keith Uhles	+1 956 455 5836 (Mobile) keith.uhles@roystonlaw.com
	Mr Jim Hunter	+1 956 495 5100 (Mobile) jim.hunter@roystonlaw.com
	Mr Javier Gonzalez	+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:	Mr Sean Houseal	+1 843 720 4622 +1 843 437 6620 (Mobile) sean.houseal@wbd-us.com
	Mr Ryan Gilsenan	+1 843 720 4617 +1 843 847 8003 (Mobile) ryan.gilsenan@wbd-us.com

United States of America continued

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:	Mr Steven Belgrade	+1 312 613 1455 (Mobile) sbb@leftfd.com
	Mr John O'Donnell	+1 312 623 4550 (Mobile) jao@leftfd.com
	Mr Patrick Cullinan	+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:	Mr Christopher Kuebler	+1 586 216 4505 (Mobile) ckuebler@rayrob.com
	Ms Sandra Kelly	+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:	Mr Jack Partridge	+1 361 533 7756 (Mobile) jack.partridge@roystonlaw.com
	Mr Chris Lowrance	+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:	Mr Michael Liddane	+1 313 885 8639 +1 313 377 6288 (Mobile) mliddane@fosterswift.com
	Mr Dirk Beckwith	+1 248 737 2849 (Home) +1 248 302 1686 (Mobile) dbeckwith@fosterswift.com

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: **Mr Joseph Ferguson** +1 218 590 3187 (Mobile)
jferguson@duluthlaw.com
Mr Paul Wojciak 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: **Mr David Walker** +1 832 687 5337 (Mobile)
david.walker@roystonlaw.com
Mr Richard Branca +1 917 653 6477 (Mobile)
richard.branca@roystonlaw.com
Mr Eugene Barr +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: **Mr Michael Nakano** +1 808 721 0547 (Mobile)
mnakano@cwlfirm.com
Mr Robert Frame +1 808 282 1967 (Mobile)
rframe@cwlfirm.com
Mr Normand Lezy +1 808 382 6676 (Mobile)
nlezy@cwlfirm.com
Mr D Miyashiro +1 808 228 9708 (Mobile)
dmiyashiro@cwlfirm.com

United States of America continued

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: **Mr Thor Jones** +1 281 507 9061 (Mobile)
thor.jones@ctplc.com
Ms Lilian Care +1 713 294 1267 (Mobile)
lilian.care@ctplc.com

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: **Mr David Walker** +1 832 687 5337 (Mobile)
david.walker@roystonlaw.com
Mr Richard Branca +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: **Mr Timothy Conner** +1 904 716 9276 (Mobile)
timothy.conner@hklaw.com
Ms Jennifer Kifer +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: **Mr James Marissen** +1 714 402 2944 (Mobile)
jmarissen@grsm.com
Mr Jim Kuhne +1 714 878 1543 (Mobile)
jhuhne@grsm.com
Ms Rachel Weitzman +1 714 356 8035 (Mobile)
rweitzman@grsm.com

Long Beach, California

Peacock Piper
(Lawyers)

Telephone: +1 562 320 8880
Address: 100 West Broadway, Suite 610, Long Beach, CA 90802,
United States of America

Contact:	Mr Albert Peacock	+1 310 796 6257 (Mobile) +1 310 373 0325 (Home) apeacock@peacockpiper.com
	Mr Glen Piper	+1 562 900 6480 (Mobile) +1 949 509 7901 (Home) gpiper@peacockpiper.com
	Mr David Tong	+1 310 341 6685 (Mobile) dtong@peacockpiper.com
	Ms Tara Voss	+1 714 681 3992 (Mobile) tvoss@peacockpiper.com

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:	Mr Charles De Leo	+1 305 588 7817 (Mobile) cdeleo@dkmaritime.com
	Mr Jan Kuylenstierna	+1 786 258 3761 (Mobile) jkuylenstierna@dkmaritime.com
	Mr Damon Hartley	+1 305 890 3371 (Mobile) dhartley@dkmaritime.com
	Mr Ryon Little	+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:	Mr Tom Rue	+1 251 604 4544 (Mobile) true@maynardcooper.com
	Mr Jaime Betbeze	+1 251 401 6217 (Mobile) jbetbeze@maynardcooper.com
	Mr Ben Segarra	+1 251 421 2667 (Mobile) bsegarra@maynardcooper.com
	Mr Thomas Sharp	+1 251 599 7888 (Mobile) tsharp@maynardcooper.com

United States of America continued

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:	Mr Robert Murphy	+1 504 495 2042 (Mobile) rmurphy@mrsnola.com
	Mr Peter Sloss	+1 504 615 1200 (Mobile) psloss@mrsnola.com
	Mr Charles Whited	+1 504 899 4997 (Home) +1 513 505 9698 (Mobile) cwhited@mrsnola.com
	Mr Peter Tompkins	+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:	Ms Leanne O'Loughlin	+1 646 753 9021 +1 646 321 1494 (Mobile) leanne.oloughlin@ctplc.com
	Ms Rebecca Hamra	+1 646 753 9022 +1 646 321 2146 (Mobile) rebecca.hamra@ctplc.com
	Mr LeRoy Lambert	+1 646 753 9020 +1 973 444 2683 (Mobile) leroy.lambert@ctplc.com
	Mr Clement Lehembre	+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:	Mr John Holloway	+1 757 687 7724 +1 757 470 9690 (Mobile) john.holloway@troutman.com
	Mr Daniel Berger	+1 757 687 7549 +1 301 580 1500 (Mobile) daniel.berger@troutman.com

Norfolk, Virginia

Vandevanter 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: **Mr M Coberly** +1 757 676 6771 (Mobile)
mcoberly@vanblk.com
Mr Edward Powers +1 757 287 6788 (Mobile)
epowers@vanblk.com

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: **Mr Jeffrey Moller** +1 215 569 5792
+1 215 630 0263 (Mobile)
moller@blankrome.com
Mr James Quinlan +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: **Mr Edward MacColl** +1 207 671 9735 (Mobile)
emaccoll@thomport.com
Mr Marshall Tinkle +1 207 730 2335 (Mobile)
mtinkle@thomport.com
Mr John Bass +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: **Mr James McCurdy** +1 971 219 9089 (Mobile)
jmccurdy@lindsayhart.com
Mr Jay Beattie +1 971 227 3210 (Mobile)
jbeattie@lindsayhart.com
Mr Thomas McDermott +1 503 880 2197 (Mobile)
tmcdermott@lindsayhart.com

24 hours emergency phone number: +1 503 887 4906

United States of America continued

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:	Mr AC Arnold	+1 619 247 3813 (Mobile) san@arnoldoffice.com
	Mr B Arnold	+1 619 247 3782 (Mobile) san@arnoldoffice.com
	Mr Gene Hillger	+1 619 247 8505 (Mobile) gene@arnoldoffice.com
	Mr A Ridenour	+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:	Mr James McMullen	+1 619 813 1934 (Mobile) jmcmullen@grsm.com
	Mr Russel Brown	+1 619 302 4143 (Mobile) rbrown@grsm.com
	Mr André Picciurro	+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:	Ms Juliette McCullough	+1 831 277 9851 (Mobile) jmccullough@cwlfirm.com
	Mr Christopher Tribolet	+1 415 706 7460 (Mobile) ctribole@cwlfirm.com
	Mr Mitchell Griffin	+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:	Mr Andrew Port	+1 415 613 6161 (Mobile) aport@grsm.com
	Mr James Tamulski	+1 415 297 2655 (Mobile) jtamulski@grsm.com
	Ms Cheryl Morris	+1 415 990 5376 (Mobile) cmorris@grsm.com

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:	Mr David Sipple	+1 912 238 4513 (Home) +1 912 220 0587 (Mobile) dsipple@huntermaclean.com
	Mr Christopher Smith	+1 912 398 0041 (Mobile) csmith@huntermaclean.com
	Mr Colin McRae	+1 912 484 0467 (Mobile) cmcrae@huntermaclean.com
	Mr Patrick Barkley	+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:	Mr Chris Nicoll	+1 206 949 4370 (Mobile) cnicoll@nicollblack.com
	Mr Chris Reilly	+1 206 375 4006 (Mobile) creilly@nicollblack.com
	Mr William 'Rivers' Black	+1 206 914 1215 (Mobile) rblack@nicollblack.com
	Mr Larry Altenbrun	+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:	Mr David McCreadie	+1 813 240 7910 (Mobile) dmccreadie@laulane.com
	Mr E Godwin	+1 813 508 1458 (Mobile) egodwin@laulane.com
	Mr E Martin	+1 321 412 7462 (Mobile) emartin@laulane.com
	Mr B Tourville	+1 850 980 3048 (Mobile) btourville@laulane.com

24 hours emergency phone number: +1 813 739 8748

United States of America continued

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:	Mr Eugenio Moreno	+58 212 720 4807 +58 414 366 2012 (Mobile) e.moreno@pandivzla.com
	Ms Susana Morris	+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:	Capt F Villanova	+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:	Ms Yaritza Alvarez	+58 261 749 5820 (Home) +58 414 361 7818 (Mobile) 3dmarinelat@gmail.com
	Capt Kevin Urdaneta	+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:	Mr Jose Sabatino	+507 6469 1784 (Home) +58 412 421 0036 (Mobile) jose.sabatino@sabatino.com
	Capt Adam Villamizar	+58 424 457 5620 (Mobile) adamvillamizar@yahoo.com
	Mr Oswaldo Guerreiro	+58 241 824 4312 (Home) +58 412 444 5715 (Mobile)

Venezuela continued

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

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: wallempg@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

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:	Capt Richard Skene	+84 28 3744 6247 (Home) +84 903 802 293 (Mobile) richardskene@spica.com.vn
	Mr Le Binh	+84 28 3771 2493 (Home) +84 903 831 442 (Mobile) binh@spica.com.vn
	Mr Nguyen Hien	+84 903 601 876 (Mobile) hien@spica.com.vn
	Mr Nguyen Tam	+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:	Mr Nguyen Tap	+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:	Mr Hisham Al Saqaf	+967 777 176 131 (Mobile) hisham.al-saqaf@gac.com
	Mr H Ebrahim	+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:	Mr Nigel Chevriot	+967 735 398 125 (Mobile) nigelchevriot@hodship.net
	Ms Riam Abdullah	+967 736 162 962 (Mobile) pni.ade@hodship.net
	Capt Ali Ali	+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

Yemen, Republic of continued

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:	Mr Hassan Kassim	+967 3 219 155 (Home) +967 733 248 414 (Mobile) hassan.kassim@hodshipyemen.com
	Mr Gameel Thabet	+967 733 226 011 (Mobile) gameel.thabet@hodship.net
	Ms Seham Noman	+967 3 228 850 +967 777 164 838 (Mobile) pnihod@hodshipyemen.com

Copy all correspondence to: nigelchevriot@thabetgroup.com



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Taylor**

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